Cases Reported this Week.

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CURRENT TOPICS.

NOTHING IS MORE remarkable than the disappearance of the spirit of fatalism which not long ago threatened to pervade solicitors. They are no longer disposed to sit down tamely under any attack on their interests or privileges; they are now ready to meet every such attack with the effective weapon of united and vigorous effort. At the time the new rules of court were issued we drew attention to the extraordinary "gross sum" rule, and pointed out its probable meaning and effect. As will be seen from the report we print elsewhere, the matter was at once taken up, and a meeting of leading London solicitors was held at the Law Institution, under the presidency of Mr. LAKE, at which a strong committee was appointed, with Mr. F. R. T. BLOXAM as secretary, to take action with regard to the new rules. An admirable report was promptly prepared by this committee, which will be found elsewhere, and this report was subsequently adopted and issued by the Council of the Incorporated Law Society, and a deputation was arranged to wait on the Lord Chancellor on the subject of the rules on Wednesday last. A considerable number of London and country solicitors assembled previously to the time fixed for the deputation, and a dozen gentlemen were chosen to form it, headed by the President of the Incorporated Law Society. The deputation were very courteously received by the Lord Chancellor, and the various objections to the new rules and the mode in which these might be removed by amendments were fully explained. Without entering into details of the interview, we may say we think that hopes may be entertained that the efforts of the committee will be successful in obtaining a modification of the rules. The gratitude of the profession is due to those who have acted with so much promptness and skill, and devoted so much time and labour to this matter.

MR. JUSTICE DENMAN and Mr. Justice A. L. SMITH will act as Vacation Judges during the ensuing Trinity Vacation. The notice, which will be found in another column, contains the information necessary for the guidance of those who have "cases of great urgency" between the 8th and 17th of June.

THE ORDER for transfer of a hundred causes from the lists of Mr. Justice CHITTY, Mr. Justice NORTH, and Mr. Justice STIRLING to Mr. Justice KEKEWICH for the purpose only of trial was signed on the 29th of May. The order will be found in another column, and also with the schedules rearranged, showing the order in which the cases will be heard. None of these cases will come into the paper before the 18th of June.

THE OBSERVANCE of the Queen's birthday on Saturday last in the Royal Courts of Justice was very general. None of the courts sat, and there was no cause list published. Moreover, many of the offices in the building were wholly closed, and in those that were open, or partially open, very little business was done, as very few members of the profession, or their clerks, came to business on that day. We may add that no such direction by the Lord Chancellor for closing the Royal Courts as was announced was issued.

It was no doubt never intended that the appointment of examiners of the court should give the gentlemen so appointed a monopoly over all examinations of the court. The rules under which they were first appointed contemplated the possibility of special examiners being appointed in special cases. It was not, however, expected that the judges of the Queen's Bench Division would practically ignore the existence of the examiners of the court, and, as it were, go out of their way to appoint special examiners. There would appear to be some ground for the dissatisfaction which has lately arisen among some members of the body of examiners on this subject, if it be true, as is credibly stated, that about one-fourth of the examinations taken are by special examiners.

When rule 13a of order 55 of the R. S. C. was promulgated it was pointed out in these columns that the rule which allowed the appointment of new trustees to be made on summons at chambers did not provide the power to make a vesting order at chambers. In *Re Morris's Settlement Trusts* (37 W. R. 317) Mr. Justice Chitty decided that there is power under this rule and the Trustee Act, 1850, and the Judicature Act, 1873, to make a vesting order at chambers. It does not appear from the report whether the learned judge vested land, or whether the property vested was Government Stock registered at the Bank of England. We are informed that the Bank of England, following out their policy, as shewn in *Frodsham* v. *Frodsham* (29 W. R. 165, 15 Ch. D. 317), have refused to act upon an order made at chambers appointing new trustees and vesting stock, upon the ground that, under the Trustee Act, the proceedings for this purpose must take place in court or at least be initiated in court. On this point the Bank of England appears to be obdurate.

The banquet given by the solicitors to the Attorney-General on Wednesday was, as we pointed out when it was first mooted, altogether unprecedented, but so also were the circumstances which gave rise to it. The arrangements were well organized, and the success and enthusiasm of the gathering were proportionate to its novelty. The political element was completely excluded, and if there was somewhat more pointed reference made to the conduct by the Attorney-General of "the great cause which was still in issue" than we should have expected, it must be admitted that it would have been extremely difficult to avoid it. The demonstration was a protest against the virulent attacks made on a man who is, and always has been, held in the highest esteem and honour by the profession—a protest, as the Attorney-General truly said, prompted by the English love of fair play, and, above all, of fair play in professional life. It might have been sufficient to repudiate the attacks which have been made on the professional honour of the head of the bar, but it was obviously most difficult in doing this to omit an expression of opinion as to his conduct of the pending case. The Attorney-General, however, rightly appreciated the object of the banquet when he expressed his "strong conviction that your branch of the profession has spoken on this occasion because they desired to enter an emphatic protest against any person, whether he once was a member of the profession, or whether he should still call himself a member of the profession, lowering the arena of political warfare for the purpose of making an unjust political attack." That is a protest in which every fair-minded man can join, and we rejoice on many grounds that it has been made. It not only shews that the sense of justice and fair play is keenly alive among solicitors, but also that they look upon themselves and the bar as two branches of one great profession, and consider that what touches the honour of the one is offensive to the other.

A recent decision of Mr. Justice Chitty in *Onn* v. *Fisher* (reported elsewhere) does not appear to make any new law, but it calls attention to the curious effect which has already been given to section 10 of the Bills of Sale Act, 1878. That section provides, by sub-section (3), that if a bill of sale is made subject to any defeasance not contained in the body thereof, such defeasance shall be deemed to be part of the bill, and shall be written on the same paper or parchment therewith before the registration, or otherwise the registration shall be void. In the case in question there was no objection to the bill of sale itself, but at the same time a promissory note, in which three other persons joined as sureties, was given as collateral security by the grantor of the bill of sale to secure exactly the same amounts—viz., £60 for principal and £25 for interest. The same state of things occurred in *Counsell* v. *London and Westminster Loan and Discount Co.* (19 Q. B. D. 512), and there it was held that the promissory note operated as a defeasance, and as it was not written on the bill of sale the registration was void. The two were to be taken together as parts of the same transaction, and together formed the contract between the parties. But various circumstances might arise under which the whole sum due on the promissory note might become payable and be actually paid. It would then be impossible to sue on the bill of sale, and this, therefore, would have been defeated by payment of the promissory note. This was a decision of the Court of Appeal, and, of course, Mr. Justice Chitty was bound by it. There was the additional circumstance of the sureties being joined in the promissory note, but it does not seem that this could make any difference. There is still just the same possibility that the grantor of the bill of sale may defeat it by paying the promissory note. If he does, no one is hurt, and the lender has his money back; but if he does not, it is a curious state of things that of two good securities, each valid in itself, the one should thus be held to destroy the other.

The rule is well established that an agent for sale may not put himself in such a position that he is interested in the goods sold, but the case of *Guy* v. *Churchill*, in which the Court of Appeal has upheld the decision of Mr. Justice Chitty, shews that limits are to be placed to it, and that the interest may be too remote to warrant its application. The plaintiffs were timber merchants who had employed the defendants as brokers to dispose of a large quantity of timber for them. This was done on a *del credere* commission, and, according to the custom of the trade, the name of the buyer was not disclosed. But with the sale to him the defendants' connection with the matter did not terminate. They were already engaged in a course of dealing under which they held and sold timber for him, and at the time of the sale in question, he was largely indebted to them. The timber thus sold was dealt with in the same way, and according to the current arrangement the profits derived from it were to be employed in wiping off the buyer's indebtedness. In the event very large profits, some £15,000, were realized, and were appropriated by the defendants accordingly. The plaintiffs then brought an action to recover this amount, as being profits made by their agents in the course of their agency, maintaining that Messrs. Churchill had retained for themselves an interest in the timber sold. A judge anxious to strain the rule might have thought they had a good case, but there has been no tendency to do so. Mr. Justice Chitty drew a distinction between an interest in the thing purchased, which is forbidden, and an interest in the purchaser, which, he said, is not forbidden; but this is somewhat fine. The Court of Appeal found another ground in the fact that at the time of the sale there was no actual contract between the defendants and the purchaser, but merely an expectation on their part that, in the ordinary course of business, their usual arrangements with him would be entered into. But it may be useful to refer to the foundation of the rule, which is that no underhand dealing by an agent shall be permitted. Such underhand dealing Lord St. Leonards held to occur when the agent makes use of another man's name as purchaser, intending to secure the benefit for himself, and hence he derived the rule that an agent cannot be a purchaser without making a full disclosure of all he knows about the property (*Murphy* v. *O'Shea*, 2 J. & Lat. 422). But in the present case the evidence rebutted all suspicion of underhand dealing; by the terms of the agency the buyer's name was not to be disclosed; and there was the further circumstance proved that, of all probable buyers in the trade, a large number were, like the actual buyer, indebted to the defendants. The possibility of their arrangements with him might not unreasonably have been anticipated by the plaintiffs. The conditions of the trade were peculiar, and, in the absence of proof of ill-faith, the interference of the rule of equity would have been a mistake. By drawing the above distinctions the courts managed to keep the case outside its letter, but it seems quite clear that it was well outside its spirit.

An extraordinary attempt was made in the case of *Re Parfitt* (reported elsewhere) to brush aside the Remuneration Order. Rule 112 (2) of the Bankruptcy Rules, 1886, provides that "where the estimated assets of the debtor do not exceed the sum of £300, a lower scale of solicitors' costs shall be allowed in all *proceedings under the Act* in which costs are payable out of the estate—namely, three-fifths of the charges ordinarily allowed, disbursements being added." In the recent case the assets were under £300; but the costs of the solicitor who had acted for the trustee in the bankruptcy in respect of conveyancing business transacted by him were allowed by the taxing master on the higher scale, on the ground that the costs in question were not costs of "proceedings under the Act," and, being costs of conveyancing matters, rule 112 did not apply, the scale in such case being regulated by the Remuneration Order, in accordance with regulation 2 of the General Regulations in Part 2 of the Appendix to the Bankruptcy Rules, 1883. The Board of Trade applied for a review of taxation, and contended that costs could only be allowed on the reduced scale prescribed by the bankruptcy rule. The case seemed almost unarguable, for the rule only applies to "proceedings under the [Bankruptcy] Act," and matters of conveyancing business cannot, without the utmost violence to language, be said to be "proceedings" under the Act. Mr. Justice Cave had no doubt on the matter, and upheld the decision of the taxing master.

The date of the annual general meeting of the Incorporated Law Society is the 12th of July, not the 10th, as was stated last week.

VALUATIONS UNDER THE COPYHOLD ACTS.

In *Reg.* v. *Land Commissioners of England* (37 W. R. 350, 538) the Court of Appeal took a large view of the powers of the Land Commissioners in respect of valuations made for the purpose of copyhold enfranchisements. The case related to a copyhold estate in Surrey, and valuers had been appointed under the Copyhold Acts to determine the value of the manorial and other rights and incidents. For the tenant this was put at £1,281; for the lord at £2,106. The matter was referred to the umpire for decision, and he, leaning to the side of the tenant, fixed it at £1,331. Everything so far had been duly done, and there was no suggestion that the umpire had proceeded on any wrong principle, or had omitted to take note of any known material fact. But before the commissioners had adjudicated upon the result, the unusual circumstance happened that it was put to the test of experience. The estate was sold by auction and realized £14,500. It appeared that this gave the value per acre to be about £2,600, whereas the umpire's valuation had put it at £1,000. Obviously, then, the lord had been awarded much less than he was entitled to, and the question arose whether there was any remedy.

Previous to the Copyhold Act of 1887 the procedure available for reviewing a valuation was regulated by section 8 of the Act of 1852, and, with a slight modification, this is still in force; but, so far at least as concerns the relations of the valuers and the commissioners, it is practically superseded by section 11 of the recent Act. This provides that the valuers appointed under the provisions of the Copyhold Acts shall deliver the details of the valuation to the commissioners, and if it shall appear to them that the valuation is imperfect or erroneous, they may remit it for reconsideration or correction; and, if the valuers neglect or refuse to amend it, the commissioners may, after due notice to the lord and to the tenant, and after fully considering all the circumstances brought before them, themselves determine the proper amount of compensation for the manorial and other rights and incidents. In the present case, the report of the umpire, shewing the details of his valuation, was duly delivered to the commissioners, and no fault would have been found but for the occurrence of the sale. This shewed that the result of the valuation was, in fact, wrong, but the power of the commissioners to interfere depended on whether the valuation itself was "imperfect or erroneous" within the meaning of the section, and clearly the two questions are distinct.

The commissioners took the common-sense view that a valuation which is wrong is erroneous, and in writing to the tenant they said: "The value of the copyhold property is the most material element in ascertaining the compensation to be paid for enfranchisement, and if an error be made as to its value the valuation would be in an essential matter erroneous." They acted, therefore, upon their statutory power, and remitted the award to the umpire for his reconsideration. To him, not unnaturally, the matter presented itself in a different light, and he saw no reason to alter the result he had arrived at in the ordinary course of calculation and upon a consideration of all the facts before him. The valuation at any rate had been a sound one, although subsequent events might have interfered with the result. Had the final settlement rested with him it might have been difficult to compel him to perform his duty over again, but, under the section, the result of his declining to interfere was simply to relegate the matter to the commissioners, and they forthwith gave notice to the tenant that they would determine the value themselves. He then applied for a prohibition to restrain them from doing this, and the argument turned on the meaning of the words "imperfect or erroneous." The court, consisting of Denman and Hawkins, JJ., took a technical view of them, ascribing to each a definite meaning. "Imperfect" meant the omission of some part of the subject-matter of valuation, and "erroneous" meant the inclusion of some elements not admissible in law. At first sight there appears to be something to be said for this construction, but it must be noticed that the words are not necessarily thus restricted, and the general powers of the commissioners were left out of account. It errs, indeed, in looking too much at the quality of the valuation from the valuer's point of view, and too little at the power of review reserved to the commissioners. In the Court of Appeal, as might have been expected, a different line was taken. With reference to the contention that the word "erroneous" means "erroneous in principle," Lord Esher, M.R., asked what there was so to limit the word. In his view a valuation was erroneous if it was wrong, though on right principles, just as much as if it were wrong and on wrong principles. The commissioners have to consider the general result of the valuation, and are not limited to examining whether it was in the first instance made in a formally correct manner. Hence, if, as in the present case, any fresh fact subsequently transpires, they are entitled to take notice of it, and alter the valuation accordingly. In the first place a reference back to the valuer must be made, but if he is obdurate they can then act entirely by themselves. In all cases the final decision rests with them, and they can accept the valuer's report and statement of details, or utilize any other information they may obtain.

The position is summed up in Lord Esher's remark that the valuers are assessors and assistants to the commissioners, and not arbitrators. And the fact that they stand in this relation shews very clearly that, whatever may be the case with the award of an arbitrator whose decision is final, a valuer's award under the Copyhold Acts is as much erroneous, if this appears to the commissioners from subsequent events, as it would be erroneous if facts existing to the knowledge of the valuer were not taken account of by him. The want of finality in the valuer's award is the point that was overlooked by the Divisional Court, but which prevailed to bring about a reasonable solution of the question in the Court of Appeal.

A numerously-attended meeting of solicitors practising or residing in the Brixton and Kennington Divisions of the Borough of Lambeth was held on Wednesday evening at the infant schoolroom, Chapel-street, North Brixton, with Mr. W. J. Fraser, C.C., in the chair. The provisions of the Land Transfer Bill were discussed, and especially the compulsory part thereof. Resolutions were unanimously passed directing a letter, signed by all solicitors in the locality, to be addressed to the Marquis of Carmarthen, M.P. for Brixton, and Mr. Mark Beaufoy, M.P. for Kennington, asking them, in the interests of the public, to oppose the provisions in question. The chairman was directed to request the two members in question to make an appointment and to receive a deputation to present the letter and to enforce the views of the signatories. A cordial vote of thanks was passed to the President, Vice-President, and Council of the Incorporated Law Society for their just and energetic action, and also a vote of thanks to the chairman for presiding.

CRUELTY TO ANIMALS.

In the recent case of *Ford* v. *Wiley* the Lord Chief Justice and Mr. Justice Hawkins approached the question of cruelty to animals in a spirit sympathetic to the animals, and their decision is in conflict with some previous cases in which the result has been on the side of the owners. A prosecution had been brought by the Society for the Prevention of Cruelty to Animals under 12 & 13 Vict. c. 92, s. 2, to test the legality of the practice of dishorning cattle. This is extensively carried on in Ireland, but was for many years unknown in England until its recent introduction into certain districts of Norfolk. The pain which it causes is undoubtedly very severe, and the strongest terms were applied to it by the court. The Lord Chief Justice described the details as utterly disgusting, and spoke of the practice as detestable and brutal, while Mr. Justice Hawkins said it was accompanied with excruciating torture. Upon the other side three justifications were alleged. Two looked to the benefit of the owners, and were founded on the facts that polled cattle realize a slightly higher price than unpolled and that more of them can be packed together in feeding yards and in railway trucks. The third was put forward on behalf of the cattle, it being stated that injuries from goring were very much diminished; but it appeared from the evidence that the same result could be obtained by the slighter operation of tipping. The main issue, therefore, was clearly defined between severe pain to the animals on the one side and pecuniary benefit and convenience to the owners on the other, while the further question arose incidentally as to the effect of an honest belief in the legality of an operation on the part of the operator.

The words of the statute are, "If any person shall, from and after the passing of this Act, cruelly beat, ill-treat, overdrive, abuse, or torture, or cause or procure to be cruelly beaten, ill-treated, overdriven, abused, or tortured, any animal, every such offender shall, for every such offence, forfeit and pay a penalty not exceeding £5." The previous Act of 5 & 6 Will. 4, c. 59, had in place of the word "cruelly" the words "wantonly and cruelly," and in *Brady* v. *M'Argle* (14 L. R. Ir. 174) it was remarked that the omission of the word "wantonly" was significant, and shewed that the Legislature did not intend that the presence of calculation, deliberation, and motive in the minds of the perpetrators of the act should condone the cruelty of their conduct. In the same case it had been argued that "cruelly" applied only to the word beat, but the point does not appear to have been taken in other cases, and indeed is not material. The offence aimed at is cruelty, and abusing and torturing have been held to be equally included whether the word "cruelly" is attached to them in the statute or not.

So far, then, the Legislature has merely enumerated a series of acts in which cruelty may lie, but has said nothing as to any test by which it is to be measured; inasmuch, however, as pain is frequently inevitable, the courts have had to consider the principles upon which, consistently with the Act, it can be justified. One of the earliest cases was *Budge* v. *Parsons* (3 B. & S. 382), where a prosecution was brought for cruelly ill-treating, abusing, and torturing a cock. The offence consisted in putting it up to fight another cock after its thigh had been broken. The defence was that it is the nature of these birds to fight, but the court naturally ignored it, and affirmed the conviction. The importance of the case lies, however, in the terse *dictum* of Wightman, J., that "the cruelty intended by the statute is the unnecessary abuse of any animal." The general word "abuse," therefore, of the statute, or "cruelly abuse," if the two words go together, is abuse for which no necessity can be shewn, and the point next to be considered is the nature of the necessity which will be allowed to be a justification.

Upon this point the case of *Murphy* v. *Manning* (25 W. R. 540, 2 Ex. D. 307) affords some guidance. There the prosecution was brought for cutting the combs of cocks, and evidence was given that the operation caused very great pain, and was inflicted in order to fit the birds either for cock-fighting or winning prizes at exhibitions. The fact of the cruelty was found to be proved, and the court held that the above purposes were no justification. Kelly, C.B., put this on the ground that cock-fighting was illegal, and that, therefore, the practice did not better fit the animal for the use of man or for any other lawful or proper purpose; and Cleasby, B., laid it down that while the statute would not apply in cases where the cruelty made the animal more serviceable for the use of man, yet neither cock-fighting nor the chance of a prize at an exhibition were within this exception. The result, then, so far, is that the unnecessary abuse of which Wightman, J., spoke is an abuse which does not make the animal more serviceable for the use of man.

A further development, though now as it appears in the wrong direction, was given to the test in *Lewis* v. *Fermor* (35 W. R. 378, 18 Q. B. D. 532), in which the alleged cruelty was the performance of the operation of spaying upon sows. This consists in cutting out the uterus and ovaries and removing them through an incision made in the animal's flank. For the defence it was urged that the operator had a *bonâ fide* belief that the result would be to increase its pecuniary value, and this was allowed to be a good excuse. Two new points therefore were introduced. In the first place, it was allowed that an animal is made more serviceable to man, within the meaning of *Murphy* v. *Manning*, simply on account of the increase of its pecuniary value to the owner; and, in the second place, a mere belief that such would be the result was held to be sufficient, although the correctness of this might be doubted or disproved. Thus, in the words of Day, J., "Cruelty must be something which cannot be justified, and which the person who practises it knows cannot be justified." Otherwise, as Wills, J., pointed out, the result would be to bring within the criminal law "people who act honestly and without any evil mind or motive." Indeed, an operation performed in the mistaken notion that it would cure a disease might thus become criminal.

There remain, previous to the recent decision in *Ford* v. *Wiley*, three cases, two Irish and one Scotch, each relating to the practice of dishorning cattle. In the first, *Brady* v. *M'Argle* (*suprà*), this was held to be illegal, and the true ground was taken that the operation was not performed for the service of man generally, but only for the convenience and profit of particular individuals. Having regard, too, to the pain inflicted, it was held to be not only unnecessary, but also unreasonable. This was a judgment of the Exchequer Division. In the following year, 1885, the case of *Callaghan* v. *Society for the Prevention of Cruelty to Animals* (16 L. R. Ir. 325) came before the Common Pleas Division, and a different decision was pronounced. The practice of dishorning cattle was now held to be a reasonable one, and necessary for the proper carrying on of the system of straw yard winter feeding, which is largely and profitably practised in many parts of Ireland. The generality of the practice and the effect which its abolition would have upon trade was its justification, and the pain caused by it does not seem to have very much impressed the judges. In the recent Scotch case of *Renton* v. *Wilson* (15 Court of Session Cases, 84), the new reason was alleged for the practice that it prevented the animals from goring each other, and as this was a useful purpose, and the operation was customary in certain districts, it was decided not to be cruelty within the statute. This differs, therefore, from the Irish cases in relying upon the safety of the animals themselves, and upon the belief of their owners that the operation was necessary for their well-being and control.

Upon this state of the law the case of *Ford* v. *Wiley* had to be decided. The grounds upon which the practice of dishorning was there justified have been already stated, and they included those previously alleged with success in both Ireland and Scotland, but they have now been held to be insufficient. The court differed from both the principles laid down in *Lewis* v. *Fermor* (*suprà*)—viz., that the interests of the owners are an excuse for cruelty, and that an honest belief in the efficacy of a practice makes it lawful. No notice was taken of the difficulty suggested by Wills, J., that honest ignorance may make a man a criminal, and indeed there seems no necessity to push the requirement of criminal intent to this length. The Act is passed for the protection of animals, and a man who undertakes to inflict pain must bear the risk of its being illegal. Even in the cure of disease, when once a barbarous remedy has been proved to be useless, the law may reasonably be invoked to stop it, though a merely nominal penalty need be imposed. On the same principle, in differing from *Renton* v. *Wilson*, the court practically decided that, even where the purpose is proper, the mere custom of employing a cruel method is no justification, if an

equally efficacious and less cruel one is possible. The further limitation was also introduced that in all cases, even where the purpose is lawful, the pain caused must be reasonably proportionate to the end to be attained, though this is perhaps merely adopting the principle of *Brady* v. *M'Argle*, that the abuse of the animal must be not only necessary, but reasonable.

Assuming, then, that the decision in *Ford* v. *Wiley* will be followed, the law may be clearly developed from the *dictum* of WIGHTMAN, J., that the cruelty aimed at by the statute is the unnecessary abuse of the animal. Abuse may be necessary when it has for its object to make the animal more fit for the service of man, but this implies the service of mankind in general, and not the profit or convenience of individuals; and even when in this sense it is necessary, yet to be justified it must also be reasonable. In other words, there must first be an object which the law will allow, and then the pain inflicted in obtaining it must not be out of proportion to its importance. There remains the further qualification that where the object is lawful, yet it may not be sought to be attained in a painful manner where this is really useless, or where a less painful one is equally efficacious, and the fact that the painful method is customary or the only one which the operator himself knows or believes in will not be an excuse. The case in question is a special one, owing to the strong view taken by the judges of the pain inflicted, but the general principles as thus laid down appear to be a fair carrying out of the objects of the statute.

NEW ORDERS, &c.

ORDER OF COURT.

Wednesday, the 29th day of May, 1889.

WHEREAS, from the present state of the business before Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Kekewich respectively, it is expedient that a portion of the causes assigned to Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Stirling should for the purpose only of hearing or of trial be transferred to Mr. Justice Kekewich; Now I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the schedules hereto be accordingly transferred from the said Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Stirling to Mr. Justice Kekewich, for the purpose only of hearing or of trial and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.
From Mr. Justice Chitty.

Jones v Simes 1888 J 1,641 March 18
Williams v Nye 1889 W 358 March 25
In re Geo. Stokes, dec, Cope v Stokes 1888 S 4,903 March 26
Kendall v Lowles 1888 K 211 March 28
In re Hall, dec, Eddison v Conyers 1888 H 1,460 March 30
Harrod v Page 1888 H 3,546 March 30
Serjeantson v Piele 1888 S 2,221 April 1
Kirkley v Sutcliffe 1888 K 1,073 April 4
Sampson-Low v Bentley 1888 S 4,533 April 8
Deutsche Nahmaschinen Fabrik vonn Pfaff v Wertheim 1888 D 41 April 9
Tinkler v Graves 1888 T 609 April 10
Bournemouth Commrs v Holden 1888 B 3,221 April 10
Lidiard v Lamb 1888 L 2,909 April 11
Coulson v Kennedy 1888 C 2,325 April 12
In re J. H. Jones, dec, Biden v Jones 1888 J 1,516 April 13
Galland v Scholefield 1889 G 196 April 13
Cruikshank v D. Watney & Sons, ld 1888 C 3,192 April 16
Blagrove v Blagrove 1888 B 2,737 April 17
In re Smith Wormald, dec, Whitaker v Paley 1887 W 4,532 April 17
Van Gelder, Apsimon, & Co v Sowerby Bridge United District Flour Socy, ld 1888 V 774 April 17

SECOND SCHEDULE.
From Mr. Justice North.

Brenan v Schofield 1888 B 2,856 Jan 24
Norfolk v Keene 1888 N 975 Jan 24
Stevens v Petty & Wife 1888 S 4,326 Jan 25
In re Stone, Hicks v Stone 1888 S 2,383 Jan 28
Hargreaves v Fuller 1888 H 2,404 Jan 29
Hicks v Stone 1888 H 1,889 Jan 29
Grant v Thomsons' Patent Gravity Switchback Ry Co, ld 1888 G 1,730 Jan 29
Myers v Catterson 1887 M 5,103 Jan 31
Tritton v Tritton 1887 T 833 Feb 2
Herbertson v Bowser, Ormston, & Co 1888 H 1,304 Feb 8
Thomas v Thomas 1888 T 863 Feb 12
Lewis v Dutton 1888 L 2,674 Feb 13
Clarke v Roberts 1888 C 3,699 Feb 14
Scott v Snepp 1888 S 2,663 Feb 15
Hunt v Woods 1888 H 1,232 Feb 18
Blore v Ashby 1888 B 3,835 Feb 19
Reinhardt v Mentasti Brothers 1888 R 1,550 Feb 19
Rogers v Loibl 1887 R 2,922 Feb 21
Avill & Smart, ld v Grover 1888 A 385 Feb 21
Neville v Wilson 1888 N 1,172 Feb 22
Maynard v Toby, Toby v Maynard, Chivers v Maynard 1888 M 2,794 Feb 23
Macevoy v Holt 1888 M 3,602 Feb 25
In re Hutchings, Hutchings v Dealtry 1886 H 3,991 March 2
In re Shaw, Rumsey v Shaw 1888 S 2,427 March 2
Davies v Nash 1888 D 1,776 March 7
Legge v Norsworthy 1888 L 2,205 March 8
Fothergill v Evans 1889 F 206 March 9
Williamson v Hine Brothers 1888 W 294 March 11
In re Parsons, Schreiber v Hayward 1888 P 1,310 March 12
In re Wetmore, Sharpe v Cornock 1888 W 1,230 March 13
Rhys v Powell 1888 R 1,217 March 13
Tottman v McMullen 1888 T 1,232 March 15
Wood v Jones 1889 W 74 March 19
Tomkinson v Baron Penrhyn 1888 T 1,106 March 22
Bartlett v Bishop 1888 B 597 March 27
Gill v Shelton 1888 G 2,569 March 29
In re Metcalfe, Metcalfe v Metcalfe 1888 M 92 April 1
Bateman v Holborn Restaurant, ld 1888 B 4,216 April 2
Linton v Vavaseur & Co 1888 L 2,543 April 2
Darby v Newman 1888 D 804 April 16

THIRD SCHEDULE.
From Mr. Justice Stirling.

Stone v Dimmer 1888 S 4,664 Jan 16
Wilkins v Marchant, Marchant v Wilkins 1888 W 2,208 Jan 21
Freeman v Freeman 1888 F 1,063 Jan 22
Friend v Ball 1888 F 1,674 Jan 28
In re Churcher, In re Holmes, Forrester v Holmes 1888 C 2,669 Jan 30
In re Lillie, Lillie v Carswell 1878 L 249 Feb 2
In re Lillie, Lillie v Carswell 1878 L 249 Feb 2
Pelletier v Jessen 1888 P 2,498 Feb 2
Burford v Sibly 1888 B 5,280 Feb 4
Reilly v Booth 1888 R 942 Feb 7
Gray v Smith, Bennett v Gray 1888 G 1,371 Feb 7
Wallis v Sayers 1884 W 3,291 Feb 7
Wallis v Sayers 1888 W 1,071 Feb 7
Wooldridge v Whitehead 1888 W 2,399 Feb 7
Theologo & Son v Spartali & Co, Philippides v Theologo & Co 1885 T 1,123 Feb 9
Hartley v Watson 1888 H 2,724 Feb 13
Evens v Ellis 1888 E 641 Feb 21
Roberts v Roberts 1888 R 1,416 Feb 22
Brand v Dellagana 1888 B 6 010 Feb 25
Ayres v Rook 1888 A 940 Feb 27
Hamond v Gurney & Co 1888 H 3,462 Feb 27
Enderwick v Allden 1888 E 1,297 Feb 27
Sargent v Sturge 1888 S 2,506 March 2
Hawes v Andrade 1888 H 3,670 March 5
Gen Public Works & Assets Co ld v Engel 1888 G 1,509 March 6
Medland v Universal Stock Exchange Co ld & ors 1888 M 1,469 March 9
Figgis v Bruce 1888 F 673 March 9
Worman v Worman 1888 W 2,365 March 12
McMurray v Cadwell 1888 M 3,436 March 13
Parry v Pym 1887 P 3,303 March 14
Cockburn v Crisp, Crisp v Cockburn 1888 C 1,528 March 18
Johnson v Hobman 1889 J 47 March 18
Brown v J. Hall & Co 1888 B 3,127 March 19
Newman v Stone 1888 N 1,393 March 21
Daw v Woodcock 1888 D 1,605 March 28
Martyr v Blackaby 1888 M 2,593 March 28
Baker v Neath & Bristol Steamship Co ld 1889 B 152 April 2
Stearman v Southern Counties Deposit Bk ld 1888 S 4,520 April 3
Vestry of St Luke's Middx v Regents Canal City and Docks Ry Co 1889 S 221 April 3
Sershall v Bott 1889 S 571 April 3

HALSBURY, C.

N.B.—Parties concerned in cases in the above Transfer List must be ready for trial before Mr. Justice Kekewich on and after the first

day of Trinity Sittings, 1889. Actions not ready for trial in their turn will be placed in a Deferred List, and not taken until all the others have been disposed of.

The following is a list of the cases transferred arranged in the order in which they will come into the paper:—

		1889.	
Stone v Dunmer	Stirling, J.	16	January
Wilkins v Marchant	,,	21	,,
Freeman v Freeman	,,	22	,,
Brenan v Schofield	North, J.	24	,,
Norfolk v Keene	,,	24	,,
Stevens v Petty and Wife	,,	25	,,
Re Stone, Hicks v Stone	,,	28	,,
Friend v Ball	Stirling, J.	28	,,
Hicks v Stone	North, J.	29	,,
Hargreaves v Fuller	,,	29	,,
Grant v Thompson's Patent, &c., Switch-back Railway	,,	29	,,
Re Churcher, Re Holmes, Forrester v Holmes	Stirling, J.	30	,,
Myers v Catterson	North, J.	31	,,
Tritton v Tritton	,,	2	February
Re Lillie, Lillie v Carswell	Stirling, J.	2	,,
Re Lillie, Lillie v Carswell	,,	2	,,
Pelletier v Jessen	,,	2	,,
Burford v Sibly	,,	4	,,
Reilly v Booth	,,	7	,,
Gray v Smith, Bennett v Gray	,,	7	,,
Wallis v Sayers	,,	7	,,
Wallis v Sayers	,,	7	,,
Wooldridge v Whitehead	,,	7	,,
Herbertson v Bowser, Ormston, & Co.	North, J.	8	,,
Theologo & Sons v Spartali & Co., Pillipides v Theologo & Co.	Stirling, J.	9	,,
Thomas v Thomas	North, J.	12	,,
Lewis v Dutton	,,	13	,,
Hartley v Watson	Stirling, J.	13	,,
Clark v Roberts	North, J.	14	,,
Scott v Snepp	,,	15	,,
Hunt v Woods	,,	18	,,
Blore v Ashby	,,	19	,,
Reinhardt v Mentasti Bros.	,,	19	,,
Rogers v Loibl	,,	21	,,
Avill & Smart, Ld., v Grover	,,	21	,,
Evens v Ellis	Stirling, J.	21	,,
Neville v Wilson	North, J.	22	,,
Roberts v Roberts	Stirling, J.	22	,,
Maynard v Toby, Toby v Maynard	North, J.	23	,,
Macevoy v Holt	,,	25	,,
Brand v Dellagana	Stirling, J.	25	,,
Ayres v Rooke	,,	27	,,
Hamond v Gurney & Co.	,,	27	,,
Enderwick v Allden	,,	27	,,
Re Hutchings, Hutchings v Dealtry	North, J.	2	March
Re Shaw, Rumsey v Shaw	,,	2	,,
Sargent v Sturge	Stirling, J.	2	,,
Hawes v Andrade	,,	5	,,
General Public Works and Assets Co., Ld., v Engei	,,	6	,,
Davies v Nash	North, J.	7	,,
Legge v Norsworthy	,,	8	,,
Fothergill v Evans	,,	9	,,
Medland v Universal Stock Exchange Co., Ld., and Others	Stirling, J.	9	,,
Figgis v Bruce	,,	9	,,
Williamson v Hine Bros.	North, J.	11	,,
Re Parsons, Schreiber v Hayward	,,	12	,,
Worman v Worman	Stirling, J.	12	,,
Re Wetmore, Sharp v Cornock	North, J.	13	,,
Rhys v Powell	,,	13	,,
McMurray v Cadwell	Stirling, J.	13	,,
Parry v Pym	,,	14	,,
Tottman v McMullen	North, J.	15	,,
Jones v Symes	Chitty, J.	18	,,
Cockburn v Crisp, Crisp v Cockburn	Stirling, J.	18	,,
Johnson v Hobman	,,	18	,,
Wood v Jones	North, J.	19	,,
Brown v J. Hall & Co.	Stirling, J.	19	,,
Newman v Stone	,,	21	,,
Tomkinson v Baron Penrhyn	North, J.	22	,,
Williams v Nye	Chitty, J.	25	,,
Re G. Stokes, Cope v Stokes	,,	26	,,
Bartlett v Bishop	North, J.	27	,,
Kendall v Lowles	Chitty, J.	28	,,
Daw v Woodcock	Stirling, J.	28	,,
Martyr v Blackaby	,,	28	,,
Gill v Sheldon	,,	29	,,
Re Hall, Eddison v Conyers	Chitty, J.	30	,,
Harrod v Page	,,	30	,,
Sergeantson v Piele	,,	1	April
Re Metcalfe, Metcalfe v Metcalfe	North, J.	1	,,
Bateman v Holborn Restaurant, Ld.	,,	2	,,
Linton v Vavaseur & Co.	,,	2	,,
Baker v Neath and Bristol Steamship Co., Ld.	Stirling, J.	2	,,
Steerman v Southern Counties Deposit Bank, Ld.	,,	3	,,
Vestry of St. Luke's, Middlesex v Regent's Canal, City, and Docks Railway Co.	,,	3	,,
Sershall v Bott	,,	3	,,
Kirkley v Sutcliffe	Chitty, J.	4	,,
Sampson-Low v Bentley	,,	8	,,
The Deutsche Fabrik Vonn Pfaff v Wertheim	,,	9	,,
Trinkler v Graves	,,	10	,,
Bournemouth Commissioners v Holden	,,	10	,,
Lidiard v Lamb	,,	11	,,
Coulson v Kennedy	,,	12	,,
Re J. H. Jones, Biden v Jones	,,	13	,,
Galland v Scholefield	,,	13	,,
Cruikshank v D. Watney & Sons, Ld.	,,	16	,,
Darby v Newman	North, J.	16	,,
Blagrove v Blagrove	Chitty, J.	17	,,
Van Gelder Apsimon & Co. v Sowerby Bridge, &c., Society	,,	17	,,
Re Smith Wormald, Whitaker v Paley	,,	17	,,

HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

TRINITY VACATION, 1889.

Notice.

There will be no sitting in court in the Trinity Vacation.

During the vacation all applications which may require to be immediately or promptly heard are to be made to the Honourable Mr. Justice Denman. or the Honourable Mr. Justice A. L. Smith.

Mr. Justice Denman will act as vacation judge from Saturday, June 8th, till Wednesday June 12th, both days inclusive. His lordship will sit in Queen's Bench judges' chambers on Tuesday, June 11th, and Wednesday, June 12th. On other days within the above period, applications in urgent chancery matters may be made to his lordship at his private residence, No. 8, Cranley-gardens, South Kensington, S.W.

Mr. Justice A. L. Smith will act as vacation judge from Thursday, June 13th, till Monday, June 17th, both days inclusive. His lordship will sit in Queen's Bench judges' chambers on Monday, June 17th. On other days within the above period, applications in urgent chancery matters may be made to his lordship at 53, Lansdowne-road, Kensington Park, W.

In any case of great urgency the brief of counsel may be sent to the judge by book-post, or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and an envelope capable of receiving the papers, and addressed as follows:—Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

Royal Courts of Justice, May 29, 1889.

A great State trial before the Assizes at Mons, Belgium, of 27 men accused of having conspired against the safety of the State terminated on Saturday in the acquittal of all of them except Laloi and André, *agents provocateurs*, and Hublet (accused of a minor offence). It was proved during the trial that the scheme was the work of *agents provocateurs*, some of whom had even been in direct communication with certain Ministers.

The Court of Appeal of Paris, says the correspondent of the *Times*, confirmed a judgment annulling the will of a Frenchman named Louis August Travers, who died in 1883, and left his money to the London workhouses or poor. He instructed his executor to consign his body to the deep just off the English coast, declared that France had always oppressed him, that the French were a nation of dastards and fools, and that he only wished he had milliards, that he might give them to the English, the born enemies of stupid France. The Court held that the London poor and workhouses had no legal representatives, and that such anti-patriotic sentiments indicated insanity.

MR. SERJEANT ROBINSON ON THE BENCH AND BAR.

MR. SERJEANT ROBINSON has just published a volume of Reminiscences* of singular merit. Not only are there very many good stories, but they are uncommonly well told, and the writer carries on his reader with unflagging interest through all his varied reminiscences. One of the most singular characters he describes is Serjeant Arabin:

Serjeant Arabin, he says, besides being Judge of the Sheriff's Court, was a Commissioner of the Central Criminal Court. He was a thin, old, wizen-faced man, very eccentric in his ideas and expressions, and more so in his logic. One of the members of the bar made a collection of his sayings, and called it "Arabiniana," and a few copies were printed for private circulation. I never possessed a copy, but I remember one or two of its pithy aphorisms. In sentencing a prisoner who had been convicted of stealing property from his employer, he thus addressed him: "Prisoner at the Bar, if ever there was a clearer case than this of a man robbing his master, this case is that case." Again he had to pass judgment on a middle-aged man, who had been tried and convicted upon two or three indictments and had then pleaded guilty to more. Arabin said, "Prisoner at the Bar, you have been found guilty on several indictments, and it is in my power to subject you to transportation for a period very considerably beyond the term of your natural life; but the court, in its mercy, will not go as far as it lawfully might go, and the sentence is that you be transported for two periods of seven years each."

A queer scene occurred at one of the evening sittings, which may be worth recording. Serjeant Arabin had come down from the dining-room, with the alderman on the rota, and they took their seats upon the Bench, the countenances of both bearing testimony that their afternoon's carouse had not been a light one. The prisoner first upon the list was in the dock, and the prosecutor was in the witness-box, so that all was ready for the trial. There was no counsel in the case, and, that being so, the judge always examined the witnesses from the written depositions which were taken by the magistrate and returned to the court by him. Now Arabin was very short-sighted, and also very deaf. On this occasion he unluckily took up a set of depositions which had no reference to the prisoner at the Bar; the charge against him being that of stealing a pocket-handkerchief, while the judge's attention was fixed upon a charge of stealing a watch. Holding the abortive writing close to the light, and peering at it through his spectacles, he began his examination.

Judge. "Well, witness, your name is John Tomkins."

Witness. "My lord, my name is Job Taylor."

Judge. "Ah! I see you are a sailor, and you live in the New Cut."

Witness. "No, my lord, I live at Wapping."

Judge. "Never mind your being out shopping. Had you your watch in your pocket on the 10th of November?"

Witness. "I never had but one ticker, my lord, and that has been at the pawn-shop for the last six months."

Judge. "Who asked you how long you had had the watch? Why can't you say yes or no! Well, did you see the prisoner at the Bar?"

"Yes, of course I did," said the witness in a loud tone of voice, for he began to be a little confused by the questions put to him.

Judge. "That's right, my man, speak up and answer shortly. Did the prisoner take your watch?"

Witness. (In a still louder tone.) "I don't know what you're driving at; how could he get it without the ticket, and that I had left with the missus?"

Arabin, who heard distinctly the whole of the last answer, threw himself back in his chair, adjusted his glasses, and glared at the witness-box with a look of disgust. At last he threw down the depositions to an elderly counsel, who was seated at the barrister's table, and said.

"Mr. Ryland, I wish you would take this witness in hand and see whether you can make anything of him, for I can't."

Now Ryland had been dining at the three o'clock dinner, too, and he was never behind-hand in doing honour to the civic hospitality. He stood up, stared ferociously (for he had a countenance that could do it to perfection) at the unlucky witness, and, turning round and looking up at the Bench, observed,

"My lord, it is my profound belief that this man is drunk."

"It's a remarkable coincidence, Mr. Ryland," said the judge, "that is precisely the idea that has been in my mind for the last ten minutes. It is disgraceful that witnesses should come into a sacred court of justice like this, in such a state of intoxication." Then, leaning over his desk to the deputy-clerk of arraigns, who was seated below him, he said, "Mr. Mosely, don't allow this witness one farthing of expenses. I'll put a stop to this scandal if I can."

I need hardly say that the source of the mistake was discovered, and the witness got his expenses in the end.

It is further recorded of Arabin that, in sentencing a man to a comparatively light punishment, he used these words:

"Prisoner at the Bar, there are mitigating circumstances in this case that induce me to take a lenient view of it; and I will therefore give you a chance of redeeming a character that you have irretrievably lost."

Again, he once said to a witness: "My good man, don't go gabbling on so. Hold your tongue, and answer the question that is put to you."

Arabin prided himself very much on possessing the faculty of recognizing faces he had once seen, and the result was that he often claimed old acquaintanceship with the rogues and thieves that were brought before him. A young urchin, who had been found guilty of some petty larceny, came up for sentence.

"This is not the first time," said the judge, "I have seen your face, young gentleman, and that you have seen mine. You know very well we have met before."

"No," said the boy, who began to whimper; "it's the first time I was ever here, your worship. I hope you will have mercy, my lord."

"Don't tell me that," said Arabin. "I can't be deceived. Your face is very familiar to me. Gaoler, do you know anything of this youngster?"

The gaoler answered: "Oh! yes, my lord; he's a very bad boy, a constant associate of thieves. He's been very badly brought up, my lord. His mother keeps a disreputable house in Whitechapel."

"Ah," said Arabin, "I knew I was right. I was quite sure your face was well known to me."

With regard to Mr. Southgate, Q.C., and Mr. Joshua Williams, Q.C. (a valued and lamented contributor to this journal), Mr. Serjeant Robinson has much of interest to say. He remarks:

It does often happen, however, that genius and energy suffice to overcome all apparent obstacles, whether mental or bodily, and the selection of a professional career, which, according to all human foresight, would seem doomed to failure, has in the result an astounding success.

I have in my mind at this moment an instance in the case of my late intimate friend, Thomas Southgate, Q.C. I believe, in his infancy, he was struck with what is called infantile paralysis, which, while impairing the physical powers, leaves the faculties of the mind intact. His features were distorted; his right arm was palsied, and he could only write with his left hand. His movement from place to place was rather a shuffle than a walk, and his speech was affected, though not unpleasantly so. With all these seeming disqualifications, and against the well-meant advice of his relatives and friends, he determined on going to the Bar. He soon got into practice, and eventually became one of the most distinguished among those members of the profession who attached themselves to the Chancery Courts. He and Joshua Williams, Q.C., had the highest compliment paid them that any legal practitioner could well receive. When the serjeants contemplated disposing of Serjeants' Inn, these two counsel were unanimously selected by the eighteen Common Law judges as well as by the non-judicial members to advise them as to their position and their rights, and they continued to act in the character of their advisers until the sale and the partition were completed.

To be thus chosen by the judges of the land from the whole body of the Bar, was a just tribute to their talents and their distinction. Southgate acquired a very large fortune. A few years before he died he made it a rule that he would not make his appearance in court for any client for a less fee than fifty guineas, and he told me that during the year before he came to this resolve, his professional receipts amounted to twelve thousand guineas. He was a most amiable, and I need scarcely say, a most intelligent man, and a highly interesting companion. There never was a greater contrast between the ostensible and the real—the physical and the mental—attributes of any individual than was exhibited in his career.

Can it be that the counsel mentioned in the following passage is still living, and still unrepressible?

I remember another case of a barrister, then recently called, appearing before the Court of Appeal, over which the Master of the Rolls, the late Sir George Jessel, presided. The novitiate had evidently prepared a most elaborate statement of his case, and seemed determined that it should be heard throughout. He poured forth argument after argument into the unwilling ears of the judges, who tried in vain to put an end to him. If ever there was a judge who could put down a persistent and implacable advocate, and make him think less of himself than was habitual to him, it was Sir George Jessel; but in this instance he was overmatched. The enemy had always some fresh point to open out, and of course it must be listened to before it could be refuted. At length he mentioned one, which Sir George said he would at once refuse to hear discussed—it ought to have been taken in the court below.

"But, my lord, I did take it in the court below, and the judge stopped me."

The chief revived. He looked forward over his desk, and said earnestly to his persecutor,

"Do you mean really to say, sir, that he stopped you?"

"Yes, my lord; he really stopped me."

"Did he?" said the chief; "you would much oblige me by telling me how he did it; the process may be useful to me in future."

Mr. Serjeant Robinson adds some new stories (new, at least, to us) to the many told of Mr. Justice Maule:—

A witness who had given his evidence in such a way as satisfied everybody in court that he was committing perjury, being cautioned by the judge, said at last,

"My Lord, you may believe me or not, but I have stated not a word that is false, for I have been wedded to truth from my infancy,"

"Yes, sir,' said Maule, "but the question is how long you have been a widower."

Nothing would restrain him, if an out-of-the-way notion came into his head, especially if it was a satirical one. On a question of costs coming before him, he remarked:

"This seems to me quite a novel application. I am asked to declare what amounts to this, that, in an action by A against B, C, who seems to have less to do with the case than even I have, ought to pay the costs. I do not believe that any such absurd law has ever been laid down—although,

* *Bench and Bar*: Reminiscences of One of the Last of an Ancient Race. By Mr. Serjeant ROBINSON. Hurst & Blackett.

it is true, I have not yet seen the last number of the Queen's Bench reports."

He was trying once a man charged with an assault upon a female. The defence set up was consent on the part of the prosecutrix, and Maule soon made up his mind that there was abundant ground for it; but it was a question for the jury, although in summing up he pretty clearly indicated to them his opinion as to the course they ought to take. But, as often happens when an interesting young specimen of the other sex is concerned, juries are apt to wink at little foibles which they would not tolerate in their own. In this instance they seemed for a long time very reluctant to adopt the judge's view; but he generally got his own way, and, having interposed with two or three sarcastic remarks during their deliberations, they at length acquitted the prisoner; whom Maule addressed in these words:

"Let me, my man, give you a bit of advice. The next time you indulge in these unseemly familiarities, I recommend you to insist on your accomplice giving her consent in writing, and take care that she puts her signature to the document, otherwise, it seems to me, you may get before a jury who will be satisfied with nothing else."

CASES OF THE WEEK.*

Court of Appeal.

Re ELSWORTH AND TIDY'S CONTRACT—No. 2, 24th May.

VENDOR AND PURCHASER—OBJECTIONS TO TITLE—MORTGAGE TO TRUSTEES OF BUILDING SOCIETY—POWER OF SALE GIVEN TO TRUSTEES—WINDING UP OF SOCIETY AS UNREGISTERED COMPANY—POWER OF LIQUIDATORS TO SELL AND CONVEY MORTGAGED PROPERTY—TITHE RENT-CHARGE—APPORTIONMENT—RESTRICTIVE COVENANT—SALE WITHOUT NOTICE—COMPANIES ACT, 1862, ss. 95, 96, 199, 203.

This was an appeal from a decision of North, J. (*ante*, p. 301). The question was whether a vendor of real estate had shewn a good title to the property. The title was traced through a mortgage in fee by a former owner to the trustees of a building society (not incorporated). The mortgage contained a power for the trustees for the time being of the society, if and when required by the directors, to sell the property, in case of default in payment by the mortgagor, and it was provided that the receipts of the trustees should be sufficient discharges for the purchase-money. The society was afterwards ordered to be wound up as an unregistered company, under section 199 of the Companies Act, 1862, and six of the directors were appointed official liquidators. Section 199 provides that in such a case "all the provisions of this Act with respect to winding up shall apply to such a company" with certain exceptions. By section 203, "If any unregistered company has no power to sue and be sued in a common name, or if, for any reason, it appears expedient, the court may, by the order for winding up such company, or by any subsequent order, direct that all such property, real and personal, including all interest, claims, and rights in, to, and out of property, real and personal, and including things in action, as may belong to or be vested in the company, or to or in any person or persons on trust for or on behalf of the company, or any part of such property, is to vest in the official liquidator or official liquidators by his or their official name or names, and thereupon the same, or such part thereof as may be specified in the order, shall vest accordingly." By section 95, "The official liquidator shall have power, with the sanction of the court, to do the following things (*inter alia*):—to sell the real and personal property, &c., of the company, with power to transfer the whole thereof to any person or company, or to sell the same in parcels." And by section 96, "The court may provide by any order that the official liquidator may exercise any of the above powers without the sanction or intervention of the court." In the present case the order appointing the six liquidators provided that "all the acts required or authorized by the Act to be done by the official liquidator may be done by any two of the said official liquidators," and another order was made vesting in the official liquidators (in the terms of section 203) all the property, &c., of the society. Two of the six liquidators afterwards sold the mortgaged property to a predecessor of the present vendor, and executed a deed by which they purported to convey the legal estate to him. The present purchaser objected that the power of sale contained in the mortgage could only be exercised by the trustees of the society to whom it was given, and that the legal estate, which was vested in the six liquidators, could not be conveyed by two of them. North, J., held that, by virtue of the above sections of the Companies Act and the orders made under them, the liquidators could exercise the power of sale, and that two of them could convey the legal estate.

THE COURT (LORD ESHER, M.R., and COTTON and FRY, L.JJ.) agreed with North, J., that two of the six liquidators could exercise the power of sale. But COTTON and FRY, L.JJ., held (LORD ESHER, M.R., dissenting) that two of the liquidators could not convey the legal estate, which was vested in the six.

Another objection to the title was, that the property, in common with adjacent property (not belonging to the vendor), of which it had formerly been part, was subject to one tithe rent-charge. The purchaser insisted that the vendor was bound to procure an apportionment of the tithe rent-charge, so that the purchaser should not be liable to pay more than the proportion corresponding to the extent of the land purchased by him. The sale was not made subject to any condition as to apportionment. North, J., held that, in the absence of agreement, there was no such obligation on the part of the vendor.

THE COURT affirmed the decision. They said that, whether a vendor would or would not be bound to procure an apportionment of tithe rent-charge, if he were putting up for sale in lots the whole of a property which was subject to one tithe rent-charge, there was no such obligation on the part of the vendor of property which was subject to a tithe rent-charge in common with property belonging to other persons.

A third objection to the title was, that the property was subject to a covenant restricting the nature of the buildings which might be erected upon it. The purchaser had no notice of this covenant until the abstract of title was delivered. The vendor was the trustee in the bankruptcy of a man who was tenant by the curtesy of the property. North, J., held that there was nothing to shew that the value of the bankrupt's life estate would be diminished by the existence of the covenant, and he overruled the objection.

THE COURT held the objection a good one, on the ground that, after the completion of the purchase, the purchaser would be entitled to apply to the court under the Settled Estates Act for a sale of the property, and that the selling value of the property would be diminished by the restrictive covenant.—COUNSEL, *Cozens-Hardy*, Q.C., and *P. F. Wheeler*; *Everitt*, Q.C., and *T. C. Wright*. SOLICITORS, *E. Dean*; *Terrell, Atkinson, & Winstanley*.

Re DEANE, BRIDGER *v.* DEANE—No. 2, 23rd May.

SETTLEMENT—APPOINTMENT IN FRAUD OF POWER—POLICY OF ASSURANCE ON LIFE OF SETTLOR—SURRENDER OF POLICY—RECEIPT OF SURRENDER VALUE BY SETTLOR—RESTITUTION—MEASURE OF LIABILITY.

In this case a question arose as to the measure of the liability of a settlor, who had derived a benefit by the exercise of a power of appointment contained in the settlement in such a way as to be a fraud on the power, to make restitution to the objects of the power. In March, 1834, the settlor assigned a policy of assurance for £2,000 on his own life, and all bonuses payable thereunder, to trustees, upon trust after his death for his three children, A., H., and S., in such shares as he should by deed or will appoint, and in default of appointment for the three children equally. He afterwards entered into a covenant to keep up the premiums. In 1852 the settlor by deed appointed the policy, and all bonuses payable thereunder, to his daughter A. She then surrendered the policy to the insurance company for £897, which sum she handed over to her father. He paid her thereout £150, and retained the remainder himself. He died in 1887. If the policy had been kept up, its value, with bonuses, at the time of his death would have been £5,470. The action was brought by A. and S. against the administratrix of the settlor and the administratrix of H., to set aside the appointment to A. as a fraud on the power, and to compel the estate of the settlor to make good to the trust estate the loss which had resulted from the transaction. Kekewich, J., held that the appointment was a fraud on the power, and that the estate of the testator was liable to make good what would have been received by virtue of the policy, if it had been kept up, and not merely what the settlor had actually received.

THE COURT (Lord ESHER, M.R., and COTTON and FRY, L.JJ.) affirmed the decision, except that they held that the plaintiff A., having been a party to the fraud, was not entitled to complain of it, and that she could not have any share in the sum recovered from the settlor's estate.—COUNSEL, *Cozens-Hardy*, Q.C., and *W. D. Rawlins*; *Warmington*, Q.C., and *Simmonds*; *Barber*, Q.C., and *P. B. Abraham*. SOLICITORS, *Robbins, Billing, & Co.*; *Bridger & Son*; *T. F. Adshead*.

TURTON *v.* TURTON—No. 2, 22nd May.

TRADE NAME—USE OF SIMILAR NAME—DEFENDANT HAVING SAME NAME AS PLAINTIFF—FRAUD—INJUNCTION.

This was an appeal from the decision of North, J. (*ante*, p. 317). The action was brought to restrain the defendants from using a trade name similar to that of the plaintiffs. The plaintiffs were a limited company, incorporated under the Companies Acts, their corporate name being "Thomas Turton & Sons (Limited)." The company were the successors in business of a firm which had carried on business for many years as Thomas Turton & Sons, and had acquired a high reputation in the trade. The defendants were John Turton and his two sons. John Turton had carried on for some years a business similar to that of the plaintiffs, in the same town, as "John Turton & Co." In June, 1888, he took his two sons into partnership with him, and they then adopted "John Turton & Sons" as the name of their firm. It was admitted that they had done this honestly, and that they had done nothing, beyond the mere use of the name, to represent their business or their goods as the business or goods of the plaintiffs. The plaintiffs claimed an injunction to restrain the defendants from carrying on their business under the firm of "John Turton & Sons," or any other firm or style so closely resembling the plaintiffs' name as to be calculated to deceive. There was evidence that the plaintiffs' predecessors in business had been generally known and spoken of as "Turton & Sons," and that this name had, since the formation of the plaintiff company, been still generally used to describe them, and that the name which the defendants had adopted would certainly lead to confusion, and cause orders intended for the plaintiffs to go to the defendants, and that a few such mistakes had already occurred. The defendants adduced evidence to contradict this, and they relied on the fact that they were doing nothing but using a name which was the natural and accurate description of their firm. North, J., granted an injunction, being of opinion that the defendants' name was calculated to deceive, though he acquitted them of any intention of using it for the purpose of

* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.

deception. He held, on the authority of *Hendriks* v. *Montagu* (17 Ch. D. 638), that it was not necessary for the plaintiffs to prove a fraudulent intention on the part of the defendants, but that it was sufficient to shew that the defendants' name was in fact calculated to deceive.

THE COURT (LORD ESHER, M.R., and COTTON and FRY, L.JJ.) reversed the decision. LORD ESHER, M.R., said that it was not now alleged, and it had certainly not been proved, that the defendants had done anything in the way of their trade which tended to give any other meaning to their firm name of "John Turton & Sons" than that the father was carrying on business in partnership with his two sons. They had not done anything with the intention of making their firm name look like that of the plaintiffs. They had not, as had happened in some cases of a similar nature, "garnished" the name so as to make it look like that of the plaintiffs. It was at first alleged that the defendants had done something to make their goods look like the plaintiffs' goods, but that charge had been withdrawn. The defendants had done nothing but carry on their business in such a way as to state that the father was carrying on business in partnership with his sons. It was argued on behalf of the plaintiffs, as a matter of law, that if a defendant did no more than this, and then, by reason of the similarity of the two names, orders intended for the plaintiff went by mistake to the defendant, or people sent to the defendant orders which they really intended for the plaintiff, that was a sufficient ground for restraining the defendant from using his name. Careless people might not notice the difference between the Christian names of the two firms, but the mistakes would arise through the blunders of careless people. The case would be very different if the defendants had done anything to cause those blunders, but they had simply stated the exact truth—that the father was carrying on business in partnership with his sons. Suppose they did this, and it was pointed out to them that their doing so might cause other people to make such blunders, would there be anything morally wrong in their continuing to do so? The plaintiffs might have a right of property in their trade name, but was it the law that they could prevent another trader from using his own name because it was similar to theirs? His lordship could not conceive that it was. The argument must go to this length, that, if a trader had carried on business in his own name, and his name had acquired a reputation in the market, another trader of the same name must not carry on business in his own name, but must discard it and use a false name. The proposition was preposterous. In his lordship's opinion, if a man did nothing more than carry on business in his own name, and state the simple truth, he could not be restrained from doing so. His lordship thought there was no authority to the contrary. In *Burgess* v. *Burgess* (3 De G. M. & G. 904), Turner, L.J., said: "No man can have any right to represent his goods as the goods of another person; but in applications of this kind it must be made out that the defendant is selling his own goods as the goods of another. Where a person is selling goods under a particular name, and another person, not having that name, is using it, it may be presumed that he so uses it to represent the goods sold by himself as the goods of the person whose name he uses; but where the defendant sells goods under his own name, and it happens that the plaintiff has the same name, it does not follow that the defendant is selling his goods as the goods of the plaintiff. It is a question of evidence in each case whether there is false representation or not." His lordship thought that was a perfectly correct statement of the law. If a man was using his own name there was no *primâ facie* case against him, but it was a question of evidence in each case whether he was doing anything to represent that his goods were the goods of the plaintiff. His lordship thought that the judgment of Lord Blackburn in *Singer Machine Manufacturers* v. *Wilson* (3 App. Cas. 400) was really not inconsistent with that of Turner, L.J. Lord Blackburn was there dealing with the case of a man who was assuming a name which was not his own, and which was like that of the plaintiffs. That would raise a *primâ facie* case against the defendant. Damages could not be recovered against a man who had done no wrong to the plaintiff, but he could be restrained from doing that which would be wrong if he continued to do it after the consequences had been pointed out to him. But he could not be prevented by injunction from doing that which he had a perfect right to do, although damage might be caused to the plaintiff, the damage not resulting from anything wrong done by the defendant. The defendants had done nothing more than state the exact truth—that the father and sons were carrying on business in partnership, and, even if damage to the plaintiffs were proved, they were not entitled to an injunction. On principle and authority the appeal must be allowed. *Hendriks* v. *Montagu* (17 Ch. D. 638) was not inconsistent with the present decision. COTTON, L.J., said that it was not suggested that the sons had not a substantial interest in the business, and in his opinion the name "John Turton & Sons" was taken in the ordinary way to introduce the sons, and announce to the world that they were partners with their father. The defendants had done nothing to represent that their business was the business carried on by the plaintiffs. The principle, as explained by Turner, L.J., was, that a man could not be allowed to pass off his goods or his business as the goods or business of another. This might be done unintentionally, and in that case the man would be restrained from doing it so soon as he was made aware of the facts—so soon as he became aware that the *primâ facie* natural meaning of what he was doing was to represent his goods or business as that of the plaintiff. The cases relating to trade-marks were entirely different. A trade-mark was invented for the purpose of putting it on goods, and there was no necessity for putting any mark upon goods. If a man put on his goods a mark which had the effect of representing that they were the goods of another man, he would be restrained from doing so. But the present question was one of trade name, and the effect of the defendants' name was simply to represent to the mercantile world in the ordinary way that the father was carrying on business in partnership with his sons. It had been argued that a trade name was a fancy name. Such a name might be a fancy name, but it was not necessarily so. It was not so in the present case, where, without any fraudulent intention, the defendants' name was the mere ordinary honest statement of the persons who composed the firm. In such a case the name must be treated as if it were the name of an individual. Could it be right to prevent a man from carrying on business in his own name merely because it happened to be the name of a well-known firm? This would be a convenient mode of acquiring a monopoly. Some confusion must, no doubt, arise in such case, even if the Christian names of the two persons were different, but this was not a ground for the interference of the court. *Croft* v. *Day* (7 Beav. 84) was not an authority to the contrary. There the defendant was not restrained from carrying on business in the name of Day, but from representing his goods to be those of the well-known firm of Day & Martin. He had induced a man named Martin to join him, for the purpose of enabling him to say that he was Day & Martin. His lordship would not say that there must be fraud to enable the court to interfere. When a man knew that the natural consequence of what he was doing was to represent his goods as those of another it would be wrong for him to continue doing so, and he would be restrained from doing so because it was a wrong act. In the present case the defendants were only using their own name, and it would be wrong for the court to interfere. As to *Hendriks* v. *Montagu*, the expressions used by the judges must be construed with reference to the facts with which they were then dealing. The question there arose between two companies. The defendants' name was in no sense a correct statement of the persons who composed the company which was carrying on the business. It was really a fancy name, which could not but represent that the defendants' business was that of the plaintiffs. That did not apply to the present case. It would be wrong to say that the defendants had in any way passed off their goods or their business as those of the plaintiffs. This was a question of fact in each case, and the mere fact that the defendants' name was the same as that of the plaintiffs would not justify the court in concluding that such a representation had been made. FRY, L.J., said that the defendants had made a statement of the fact that John Turton and his sons were carrying on business in partnership. They had made the statement simply and in the ordinary way, without any varnish or colour, without any misrepresentation, fraudulent or innocent, and without any intention to injure the plaintiffs. *Primâ facie* they had a right to make the statement, and they had an interest in making it. Did the making of this statement become actionable because some persons might misapprehend it, and the plaintiffs might suffer loss? The answer to this question must be in the negative, for otherwise the court would be creating a cause of action against the defendants by reason of the carelessness or stupidity of the plaintiffs' customers. Such an interference with the legitimate and honest use of a man's own name would be entirely novel in the law of England. The law was so laid down in *Burgess* v. *Burgess*, and the cases cited as authorities to the contrary were irrelevant.—COUNSEL, *Rigby*, Q.C., *Everitt*, Q.C., and *Chadwyck Healey*; *Cozens-Hardy*, Q.C., *Moulton*, Q.C., and *John Cutler*. SOLICITORS, *Pattison, Wigg, & King*; *Johnson, Weatherall, & Sturt*.

High Court—Chancery Division.

Re **FRISBY, ALLISON** *v.* **FRISBY**—Kay, J., 27th May.

STATUTES OF LIMITATIONS — PRINCIPAL AND SURETY — MORTGAGE — JOINT AND SEVERAL COVENANT BY MORTGAGOR AND SURETY TO PAY THE "AFORESAID" SUM—DEBT KEPT ALIVE BY PAYMENT OF INTEREST BY MORTGAGOR—37 & 38 VICT. C. 57, S. 8—CO-CONTRACTOR—MERCANTILE LAW AMENDMENT ACT, 1856 (19 & 20 VICT. C. 97) S. 14.

By an indenture of the 10th of December, 1872, E. Frisby covenanted to surrender copyholds to secure £800 and interest, and he and Matthew Frisby (as the surety of the said E. Frisby) jointly and severally covenanted to pay the aforesaid sum. Interest was paid on this mortgage till December 10, 1880. In 1882 a prior mortgagee recovered judgment against E. Frisby, and took possession under a writ of *elegit*. On a summons taken out to enforce payment by the surety of the £800 and interest, the defendant argued that as he had never paid interest the remedy against him was barred by the Real Property Limitation Act, 1874, s. 8, the debt being for money charged on land; and that he was a co-contractor within section 14 of the Mercantile Law Amendment Act, 1856, so that payment of interest by the principal debtor did not keep the debt alive against him and deprive him of the benefit of the Act of 1874.

KAY, J., held that the Act of 1874 did not apply, and that there was no reason why payment of interest by the principal debtor should not keep the debt alive against the surety, and declared that the mortagee was entitled to rank as a creditor against the estate of the surety.—COUNSEL, *Renshaw*, Q.C., and *Townsend*; *Martin*, Q.C., and *Percival*. SOLICITORS, *Beaumont, Son, & Rigden*, for *Maurice Brown*, Peterborough; *Clarke, Rawlins, & Co.*, for *Percival & Son*, Peterborough.

ONN *v.* **FISHER**—Chitty, J., 23rd May.

BILLS OF SALE ACT, 1878, S. 10, SUB-SECTION 3—DEFEASANCE—REGISTRATION OF COLLATERAL SECURITY—PROMISSORY NOTE.

In this case the question arose as to whether a promissory note operated as a defeasance of a bill of sale so as to avoid the bill of sale under the Bills of Sale Act, 1878, s. 10, sub-section 3. In August, 1887, the plaintiffs gave the bill of sale to the defendants to secure £60 and interest at £40 per cent., payable by instalments, and they, on the same day, together with three other persons as sureties, gave the defendant a joint

and several promissory note, payable on demand, for £85, being £60 and £25 interest thereon. It was contended by the plaintiffs that the bill of sale and promissory note constituted one transaction, and that, as payment of the note would have satisfied the bill of sale, the non-registration of the note in the copy of the bill filed under the Act rendered void the registration of the bill: *Counsel* v. *London and Westminster Loan and Discount Co.* (36 W. R. 53, 11 Q. B. D. 5), *Simpson* v. *Charing Cross Bank* (34 W. R. 568). The defendant submitted that the circumstance of other persons having joined in the note distinguished the case from the authorities cited.

CHITTY, J., said that the evidence shewed that the two instruments formed part of the same transaction. In *Counsel* v. *London and Westminster Loan and Discount Co.* Lord Esher, M.R., said that it was necessary to consider whether the unregistered had any effect upon the registered document; and that supposing all the money due on the promissory note was paid—supposing that the note was discounted and got into the hands of a holder for value, and he received payment of the whole sum due on it—in equity, if not in law, it would be impossible after that had happened to say that the bill of sale could have any effect. Therefore, by payment of the promissory note the bill of sale would be defeated. The law was thus stated in *Counsel* v. *London and Westminster Loan and Discount Co.* He did not consider that the present case was altered by reason of other persons besides the grantors of the bill having joined in giving the note. The note was a several note, and the givers could be severally sued. The bill of sale was, under the circumstances, void.—COUNSEL, *Byrne*, Q.C., and *Howland Jackson*; *Romer*, Q.C., and *Magee*. SOLICITORS, *Morse & Simpson*, for *F. W. Fox*, Nottingham; *Clinton & Buckby*, for *Stevenson, Green, & Williams*, Nottingham.

ROBINSON *v.* **GALLAND**—Chitty, J., 24th May.

R.S.C., XLIII., 6, IX., 5, and LXVII., 5—ENFORCEMENT OF JUDGMENT—[redacted]—SEQUESTRATION—LUNATIC NOT SO FOUND.

In this case a question arose as to the right of plaintiffs, who had obtained a seven day order for payment by the defendant of a sum due under a judgment, to issue sequestration under ord. 43, r. 6. The defendant had, since the date of the order, become of unsound mind, but was not so found. The order had been served under ord. 9, r. 5, and ord. 67, r. 5, on the medical attendant in charge of the lunatic asylum in which the defendant was confined. A guardian *ad litem* had since been appointed, and it was contended by him, on behalf of the defendant, that as he was not answerable at law for his acts, he could not have been said to have refused or neglected to obey the order of the court within the terms of ord. 43, r. 6, which provides that where any person, after being served with any judgment, refuses or neglects to obey the same, the person prosecuting such judgment shall be entitled, without any order for that purpose, to issue a writ of sequestration.

CHITTY, J., said that no doubt the court should proceed with caution when exercising its powers against persons of unsound mind. It was true that a person without mental capacity could not be said to be able to "refuse" within ord. 43, r. 6, but there, however, could be "neglect" by such person within the meaning of the rule, and he thought that in a case like the present, to shew that there had been default in complying with the order of the court was sufficient to bring it within the rule and entitle the plaintiffs to sequestration. The rules of 1883 had made provision for bringing actions and maintaining proceedings against persons of unsound mind. The circumstance that the defendant had become of unsound mind subsequently to the order did not debar the plaintiffs' right to recover what they were justly entitled to under the order, and he held that they were entitled under the rule to sequestration. If, however, the rule was discretionary, he should exercise such discretion in the plaintiffs' favour, especially as the sequestration order was an order for the preservation of property, and circumstances which had been stated to him had possibly made it desirable to prevent persons, now that the defendant was incapacitated, from dealing with his property in a manner detrimental to the plaintiffs' rights.—COUNSEL, *Romer*, Q.C., and *Nalder*; *Warrington*. SOLICITORS, *Collyer-Bristow, Withers, Russell, & Hill*, for *Bell & Ingoldby*, Louth; *Iliffe, Henley, & Sweet*.

Re **FREWEN, FREWEN** *v.* **FREWEN**—North, J., 23rd May.

EXECUTORS—ADMINISTRATION—STATUTORY NOTICES FOR CREDITORS—22 & 23 VICT. C. 35, S. 29.

A question arose in this case as to the effect of the issue by executors of statutory notices for creditors under section 29 of Lord St. Leonards' Act. The action was brought by a legatee, whose legacy was, by the will of the testator, charged on his real estate, claiming to have her legacy raised. The tenant for life of the testator's real estate was a defendant to the action, and among the other defendants were the executors of C., a deceased executor of the original testator. The executors of C. had, after his death, issued the statutory notices for creditors, and had then distributed his estate among the persons of whose claims they had notice. They had no notice of the plaintiff's claim. It was contended that C.'s executors were proper parties to the action, and that the Act did not protect them from being made parties, though it was admitted that, if they had issued the proper statutory notices, and had distributed the estate without notice of the plaintiff's claim, they were under no personal liability to her.

NORTH, J., held, following *Clegg* v. *Rowland* (L. R. 3 Eq. 368) and *Hunter* v. *Young* (4 Ex. D. 256, 261), that the executors could not properly be made parties, and he dismissed the action as against them.—COUNSEL, *Giffard*, Q.C., and *Davenport*; *Cozens-Hardy*, Q.C., and *N. R. Smart*; *Napier Higgins*, Q.C., and *Methold*; *Swinfen Eady*; *Dauney*; *J. M. Lloyd*; *Birrell*. SOLICITORS, *James & James*; *Clarke, Woodcock, & Ryland*; *Field, Roscoe, & Co.*; *Walters, Deverell, & Co.*; *Whyte, Collisson, & Prichard*; *T. W. & T. B. Nelson*.

HAMMOND *v.* **MEADOWS**—North, J., 23rd May.

STATUTE OF FRAUDS, S. 4—GUARANTEE—INDEMNITY—AGREEMENT NOT TO BE PERFORMED WITHIN A YEAR.

A question arose in this case as to the application of section 4 of the Statute of Frauds. The action was brought against executors, to enforce an alleged agreement by their testator to contribute to sums paid by the plaintiffs under a guarantee which they had given on behalf of a company of which they were directors. The alleged agreement was not in writing, and it was proposed to prove it by parol evidence. It was objected that section 4 of the Statute of Frauds applied, because the agreement was "not to be performed within the space of one year from the making thereof," and that, therefore, not being in writing, it could not be enforced. The company had obtained furniture from furniture dealers on a hire and purchase agreement. The sum agreed upon for the hire was to be paid in four equal instalments, spread over a period of two years. In case of default in the payment of any instalments at the time appointed, the whole sum was to be at once payable, and the company were at liberty to pay off the whole sum remaining unpaid at any time. On payment of the whole sum agreed on for the hire, the furniture was to become the property of the company. The plaintiffs had guaranteed to the furniture dealers the performance by the company of the agreement, and had paid considerable sums under their guarantee, and they alleged that the testator, who was also a director of the company, had agreed to contribute one-third of what they might have to pay under their guarantee. The action was brought to enforce contributions from the testator's estate under the alleged agreement by him for indemnity. It was contended that section 4 did not apply, because the guarantee, and therefore, also the agreement by the testator to indemnify, might come into operation and be fully performed on default in the payment by the company of an instalment under the hiring agreement before the expiration of a year, and consequently the agreement to indemnify was not one necessarily not to be performed within a year. Reliance was placed on *Maegregor* v. *Macgregor* (21 Q. B. D. 424), in which Bowen, L.J., said (p. 433) that section 4 applied only to "an agreement which appears from its terms to be incapable of performance within the year."

NORTH, J., adopted this view, and held that the statute did not apply, and that the alleged agreement might be proved by parol evidence.—COUNSEL, *Winch*, Q.C., and *Christopher James*; *Cozens-Hardy*, Q.C., and *Sidney Woolf*. SOLICITORS, *W. H. Elphinstone*; *Stone*; *Clowes, Hickley, & Steward*.

High Court—Queen's Bench Division.

REG. *v.* **HOWARD**—21st May.

LICENSED HOUSE—APPLICATION FOR RENEWAL OF LICENCE—GENERAL ANNUAL LICENSING MEETING—NO NOTICE OF OPPOSITION—REFUSAL TO GRANT RENEWAL—MANDAMUS TO HOLD ADJOURNED MEETING AND HEAR AND DETERMINE PURSUANT TO STATUTE—NOTICE OF OPPOSITION SERVED SEVEN DAYS BEFORE ADJOURNED MEETING—JURISDICTION TO REFUSE RENEWAL—LICENSING ACT, 1872, S. 42, SUB-SECTION 2.

This was an argument on a point of law raised in proceedings in *mandamus*. At the general annual licensing meeting held by the justices for the Borough of Congleton on the 6th of September, 1888, an application was made on behalf of Frederick Moores for the renewal of a licence for the sale of beer and spirits by retail at the Horse and Jockey Inn to be consumed on the premises. The applicant was not required by the licensing justices to attend in person, neither had he been served with any written notice of an intention to oppose the renewal of his licence. The justices refused to renew the licence. A writ of *mandamus* was then applied for and obtained, commanding the justices to hold an adjournment of the general annual licensing meeting, and to issue their precept to the high constable to cause notice to be given of the time and place for holding such adjournment, pursuant to the statutes in that behalf, and at such adjournment to hear and determine, pursuant to the statutes in that behalf, the merits of the application. The justices thereupon appointed the 18th of March, 1889, for holding such adjournment, and caused notice thereof to be duly served on Moores. At the adjourned meeting on that day proof was given that the chief constable had served on Moores, not less than seven days before the adjourned meeting, written notice of his intention to oppose the renewal of the licence, and of the grounds of opposition. The justices decided to refuse to grant a renewal. The justices then made a return to the writ of *mandamus*, stating that they had held an adjournment as above stated, and had heard and determined the application, pursuant to the statutes in that behalf. To this return the prosecutor put in a plea to the following effect:—(1) The justices did not hear and determine the said application pursuant to the statutes in that behalf, by reason that, having no jurisdiction to entertain any objection to the renewal of the licence or to refuse the same, they yet entertained objections thereto, and refused to renew the licence; (2) The justices had no jurisdiction to entertain objections or to refuse to renew the licence, by reason that (i.) notice of intention to oppose was not served on the prosecutor not less than seven days before the general annual licensing meeting, and (ii.) no objection was made at the general annual licensing meeting, and the justices did not thereupon, or at all, adjourn the granting of the licence to a future day, and the adjournment was not held pursuant to any objection made within the meaning of the Licensing Act, 1872. The justices replied that they had jurisdiction to enter-

tain an objection to the renewal, and to refuse to grant the licence. Section 42 of the Licensing Act, 1872, enacts as follows:—"Where a licensed person applies for the renewal of his licence, the following provisions shall have effect: (1) He need not attend in person at the general annual licensing meeting, unless he is required by the licensing justices so to attend. (2) The justices shall not entertain any objection to the renewal of such licence, or take any evidence with respect to the renewal thereof, unless written notice of an intention to oppose the renewal of such licence has been served on such holder not less than seven days before the commencement of the general annual licensing meeting. Provided that the licensing justices may, notwithstanding that no notice has been given, on an objection being made, adjourn the granting of any licence to a future day, and require the attendance of the holder of the licence on such day, when the case will be heard and the objection considered, as if the notice hereinbefore prescribed had been given."

THE COURT (MATHEW and GRANTHAM, JJ.) gave judgment in favour of the justices. The writ of *mandamus* had commanded them to hear and determine the merits of the application pursuant to the statute. They had properly treated it as an order to hold such an adjournment as is mentioned in the proviso to sub-section 2 of section 42 of the Licensing Act, and they had proceeded under that sub-section. They were not ordered by the *mandamus* to grant a renewal of the licence. *Reg.* v. *Farquhar* (L. R. 9 Q. B. 258) was an authority to shew that the justices had jurisdiction to do what they had done. And *Reg.* v. *Justices of Merthyr Tydvil* (14 Q. B. D. 584) was not a decision to the contrary.—COUNSEL, *Poland*, Q.C., and *F. Marshall*; *Paterson* and *M'Intyre*. SOLICITORS, *Stephens & Stephens*.

SYMONDS *v.* **KURTZ—28th May.**

DISTRESS WARRANT—SEWERS RATE—PERSON TO EXECUTE—12 & 13 VICT. C. 50.

The question raised in this case was whether a distress warrant under a special statutory authority could be exercised by any person other than the one to whom it was addressed. The distress warrant in this case was issued for a sewers rate in West Ham under 12 & 13 Vict. c. 50, s. 7, and was addressed to one Sim, to levy on the goods of one Kurtz the amount in question. Sim handed the warrant to Golling, who handed it Symonds. Symonds put a man in possession who was turned out by Kurtz. Symonds again endeavoured to execute the warrant, but was resisted by Kurtz, and an assault was committed. The magistrate at West Ham held that the warrant could only be executed by the person to whom it was directed, and that as neither Symonds' name nor that of his man appeared on the warrant they were not justified in levying. Symonds was then fined 5s. for assault. Section 9 of the Act cited enacts that "the warrant aforesaid may be directed to the bailiff, collector, or other sewers officers within such limits, and to any other person or persons or to any one or more of them, as by the two commissioners granting the same shall be deemed fit." This was an appeal by Symonds against the conviction, and it was argued for him that as, in a distress warrant for rent, it was not necessary that it should be executed by the person to whom it was directed, so here where the distress was under a special statute.

FIELD, J., said that under the special statute it seemed to him it was material that the warrant should be executed by the person to whom it was directed, and it was highly expedient this should be so even in cases of distress for rent, otherwise how could the person distrained on know that the warrant was good, and legally executable. The legal maxim *delegatus non potest delegare* clearly applied. It was a safeguard against unknown persons being intrusted with the delicate duties of distraining, which was in fact a trust or duty confided to particular persons. It was a general principle of law that every subject whose house was invaded and property seized was entitled to know the authority under which it was done, and so be able to see whether the authority was properly pursued. Sim had no right to hand the execution of the warrant over to others, it could only be executed by him. The appeal must be dismissed with costs. CAVE, J., concurred.—COUNSEL, *Ogle*; *C. E. Jones*.

OPENSHAW *v.* **OAKLEY—28th May.**

UNLICENSED HAWKER—HAWKERS' ACT, 1888 (51 & 52 VICT. C. 32)—LOCAL ACT—RESERVATION OF MARKET RIGHTS.

The defendant was a hawker who sold fish and fruit in Bolton without a licence. A series of local Acts relating to that town reserved the market rights, and an Act of 1865 provided "that every person, other than a licensed hawker or auctioneer, who shall sell or offer for sale in any place in the borough, except his own house or shop, or in a public market, any marketable commodity, except fresh eggs, butter, and milk, shall for every offence be liable to a penalty of 40s.," and a local Act of 1882 established the following rates for licences: "Where the person shall use only baskets carried by hand, 3s. for every three months; where he shall use a barrow or a hand-cart only, 5s. for every three months; where he shall use a barrow or cart drawn by a horse or ass, 10s. for every three months; where he shall use any stand or stall, £1 for every three months." The Hawkers Act, 1888 (51 & 52 Vict. c. 32, s. 3), did away with the necessity of excise licences for hawkers, but did not expressly affect the local Acts. The defendant, when prosecuted, set up the Act of 1888, and the magistrates refused to convict. The corporation appealed. On the appeal it was argued that the Act of 1888 was a general enactment not altering the privileges of boroughs under their local Acts.

FIELD, J., said he thought the hawker ought to have been convicted. He was clearly within the clause in the local Act; the exemption of hawkers from licence duty under the Act of 1888 did not make them licensed hawkers within the local Act, and to the penalties of that Act the hawker was liable. CAVE, J., concurred.—COUNSEL, *C. M. Chapman*.

Bankruptcy Cases.

Ex parte **GAZE**, *Re* **LANE**—Q. B. Div., 14th May.

BANKRUPTCY—FRAUDULENT PREFERENCE—PAYMENT MADE TO REVIVE DEBT BARRED BY STATUTE—BANKRUPTCY ACT, 1883, S. 48.

In this case a question was raised as to a right of proof. A testator, who died in 1862, by his will bequeathed the sum of £3,000 to trustees in trust for J. Frampton for life, with remainder to his children, W. Frampton and Mrs. Alicia Lane. In 1876 an agreement was entered into between all the beneficiaries, whereby the £3,000 was lent to the bankrupt, who was the husband of Mrs. Lane. Interest at the rate of four per cent. per annum on the loan was paid up to 1879, but from that time no payment was made until January, 1888, when the sum of £5 was sent by Lane to J. Frampton, together with a letter in which he stated that such payment was made for the purpose of acknowledging the debt. In February, 1888, a receiving order was made against Lane upon which he was adjudicated bankrupt. A proof for the value of the life interest in the sum of £3,000 was tendered by J. Frampton against the estate, and a further proof for the value of the reversion was tendered by W. Frampton and Mrs. Lane, but these proofs were rejected by the trustee. The county court judge subsequently allowed the proofs, and from that order the trustee appealed, it being contended on his behalf that the debt was barred by the Statute of Limitations, and that the payment of the £5 by the bankrupt was a fraudulent preference, and was not sufficient to revive the debt.

THE COURT (FIELD and CAVE, JJ.) dismissed the appeal. FIELD, J., said that in January, 1888, the bankrupt, seeing that if the decision in a chancery suit in which he was interested should be adverse to him he would be in difficulties, sent the £5 and wrote the letter in which he said that his object was to prevent any doubt arising as to his indebtedness in the event of his bankruptcy, and it was contended by the respondents that such payment was an admission of the debt, the effect of which was to revive the remedy which had been barred by the statute. If what was done had been a mere sham between the parties the payment would not have such effect, but there was no evidence of that here, or that anything else was intended than that, the debt being honestly due, the creditor should not be deprived of his remedy because for family reasons he had abstained from taking coercive measures. It was contended by the trustee that the payment ought not to be held to have effect because it fell within section 48 of the Bankruptcy Act, 1883. There was no doubt the payment was made, and that the person who made that payment was adjudicated bankrupt within three months, but the question was whether the payment was made with a view of giving the creditor a preference over the other creditors. That was not the view. CAVE, J., concurred, and said that if the payment of the £5 was a fraudulent preference within section 48 a motion ought to have been made against J. Frampton to repay the £5, but if such motion had been made it must have been refused. It had been held over and over again that the payment must be made with a view of giving the creditor a preference, and it was not enough that preference followed what was done. It could not be said that in every case a payment made just before bankruptcy would be sufficient to revive a debt. If there was an old debt of which a creditor had no expectation of payment, and if, on the eve of bankruptcy, the debtor made a payment for the sole purpose of reviving the debt so as to give such creditor a chance of a share, the transaction would be a fraudulent one. But where, as in this case, there was a debt which was treated all through as a good debt, but which the relations did not press knowing that the Statute of Limitations never would be set up by the debtor, and where, there being a probability that this power to set up the statute would pass from the debtor, he felt he was bound not to allow it to pass away, and under those circumstances he made the payment, it could not be set aside as fraudulent.—COUNSEL, *Vaughan Williams*, Q.C., and *Poyser*; *Yate Lee*. SOLICITORS, *Bavon & Daynes*, Norwich; *S. Linay & Co.*, Norwich.

Solicitors' Cases.

Ex parte **BOARD OF TRADE**, *Re* **PARFITT**—Q. B. Div., 21st May.

COSTS OF SOLICITOR—BANKRUPTCY—COSTS OF PROCEEDINGS UNDER THE ACT—CONVEYANCING BUSINESS—BANKRUPTCY RULES, 1886, R. 112, AND APPENDIX, PART 7, R. 2.

This case raised an important question of costs. By rule 112 of the Bankruptcy Rules, 1886, which deals with the scale of costs and charges, it is provided that "where the estimated assets of the debtor do not exceed the sum of three hundred pounds, a lower scale of solicitor's costs shall be allowed in all proceedings under the Act in which costs are payable out of the estate, namely, three-fifths of the charges ordinarily allowed, disbursements being added . . ." In the present case the assets did not exceed £300, but the bills of costs carried in by the solicitor who had acted for the trustee in the bankruptcy in respect of certain conveyancing business were allowed by the taxing master on the ordinary scale, on the ground that the costs in question were not costs of proceedings under the Act, and being costs of conveyancing matters, rule 112 did not apply, the scale in such case being regulated by rule 2 of the General Regulations contained in Part 7 of the Appendix to the Bankruptcy Rules, 1886, which provides that "in respect of business connected

with sales, purchases, leases, mortgages, and other matters of conveyancing, and in respect of other business not being business transacted in court or in chambers and not being otherwise contentious business, the solicitor's remuneration shall (in the absence of any agreement to the contrary) be regulated by the General Order under the Solicitors' Remuneration Act, 1881 . . ." The Board of Trade now applied for a review of taxation, and contended that costs could only be allowed on the reduced scale

CAVE, J., affirmed the decision of the taxing master. His lordship said that rule 112 applied to costs of proceedings which were proceedings under the Act, and did not apply to conveyancing costs. Those costs had already been dealt with by the Legislature, for by the Solicitors' Remuneration Act, 1881, the costs of a solicitor were cut down in cases of the purchase of small estates. It was difficult to understand that the Legislature intended to go beyond that and say that they should be still further reduced.—COUNSEL, *Muir Mackenzie; Cross.* SOLICITORS, *The Solicitor to the Board of Trade; W. R. Davies.*

THE BANQUET TO THE ATTORNEY-GENERAL.

THE banquet given by solicitors to Sir Richard Webster, Q.C., M.P. (the Attorney-General), took place on Wednesday evening at the Holborn Town Hall, Mr. G. B. GREGORY presiding. Upwards of 400 gentlemen were present.

The CHAIRMAN proposed the toast of "Her Majesty the Queen of Great Britain and Empress of India, the Prince and Princess of Wales, and the other members of the Royal Family," observing that he gave the toast in the most comprehensive sense, and looking upon the Queen as the head of the great institutions of the country.

The toast having been honoured with loyal enthusiasm,

The CHAIRMAN, again rising, proposed the toast of the evening—the health of the Attorney-General. He referred to the period when he was a resident at the university at the same time as the father of their guest, when he knew the honourable and useful career he had pursued, and he knew how much he was regarded and respected by a circle of friends many of whom he had carried through the perils of the Senate House, and this connected him (the chairman) in some degree with the Attorney-General, and he could not say how great a gratification it was to him to have an opportunity of contributing—however slightly—to the honour of his son. This was no political dinner. Men of all parties were represented, men of divers opinions, many who might have been opposed to him in their political relations; but they had met with one common object and one common purpose on this occasion—that was to do honour to their guest. It had been a great object of the solicitor branch of the profession to live on terms of the greatest amity and the closest connection with barristers. They had always to keep together, not, he might say, in a state of fusion, but in the relationship which at present existed between them. They had always been anxious to co-operate with the law officers of the Crown. They had always been grateful for their kind assistance and support. They had always been conscious of the amicable relations and the consistent courtesy which had existed between them, and in none was this more exhibited than in the Attorney-General himself They had had to acknowledge it on many occasions, and they would be happy to acknowledge it to him to-night. This was no ordinary occasion. This was a matter in which they felt that the Attorney-General, in his professional capacity, had been subjected to a most adverse attack, to the most unjust aspersions. They were there—a large body of the solicitors of England—to protest against those aspersions. They believed that they had some knowledge of the relationship which existed between counsel and those they represented. They believed they had some knowledge of the conduct of great cases before the ordinary tribunals of this country. They believed that they were able to appreciate the energy and the exertions of the advocate, and in that capacity they proposed to offer their tribute to his conduct this evening. They knew the difficulty there was in conducting a great cause, even in the ordinary business of life with which they were conversant. They knew what were the ordinary forensic abilities the Attorney-General possessed, and which were shared also by other members of the bar; how these were displayed in the tact and temper, the forbearance and judgment, the caution and, at the same time, the vigilance which was required in the conduct of a great case. They knew also the difficulties which a leading counsel had to encounter. They knew how a case might be upset and disturbed at any moment. It was only the other day, in conversation with a very learned judge, who had been also an eminent counsel, that he (the chairman) had been told how the judge, when counsel in a great case which he went down specially to conduct, was nearly broken down by the very first witness, the clerk of the attorney who was actually instructing him, who, it appeared, had committed something very like perjury, and that had turned up on the first occasion. They might imagine the position counsel was placed in by such a discovery. He need not say it had been quite unknown to him and to the solicitor who was instructing him; but these were casualties to which every man was subject in the conduct of a great case; how much more must it be so when he was conducting a case extending over a long period of years—extending not only to this country, but to countries a long way separated from it; when it was necessary to collect the case, not only from facts, but from speeches, from documents, from adverse witnesses, from a hostile camp. They knew the perils and the dangers which must be encountered. They who were instructing counsel, who were behind the scenes—they shared them and they understood them. He did not for one moment admit that the Attorney-General's conduct of this case to which he was referring required, or ought to be defended by, anything like an extenuation of this kind. But he did mention this liability, to which they were all subject, because he thought it ought to have made those who criticized his actions more reticent in expressing their opinions, and more careful as to the expressions they used, if they considered that every great case, and even every ordinary case, was subjected to casualties of this kind. But the conduct by the Attorney-General of the case which they had in their mind, in their opinion, required no comment of this kind. It was straightforward, manly, and honourable. They, the large body of solicitors of England, represented not only by those who were present on this occasion, but by those who had subscribed their names to the address he now had the pleasure of presenting to the Attorney-General, 3,800 in number, they justified their opinion of his conduct of this great case. There was no doubt that aspersions of this kind cast haphazard upon the waters might cause pain and annoyance, particularly when they were directed against a great counsel conducting a great case in the midst of troubles and anxieties he is subjected to in its conduct; but they were like the clouds of life, never without a silver lining. There was the consciousness of how ill these aspersions were deserved. There was the reflection which fortified the heart, which braced the courage, which shivered to splinters the shafts which were directed against him. They protested against these assertions. They as solicitors here expressed their opinion; they expressed it, they believed, with some knowledge. They believed the Attorney-General would have appreciated already the way in which these aspersions had been received by those who were best qualified to give an opinion. The Attorney-General had heard the expression of opinion of his own branch of the profession, and he (the chairman) begged him to hear that of the solicitors. If he attributed any value to it he (the chairman) would ask him to accept it at their hands. It was frankly and freely given. They protested against anything which had been said in derogation of his character and conduct, and they did more, they congratulated him upon the dispersion, upon the shivering to atoms of aspersions which were alike inconsistent with his language, his character, and his conduct. In doing so he asked the Attorney-General to receive it with their warmest wishes and their most hearty and sincere congratulations.

The toast was drunk upstanding, with loud and long continued cheering again and again renewed, and with musical honours.

The address, which was signed by 1,453 London and by 2,357 country solicitors, was as follows:—"The following solicitors desire to assure the Attorney-General of their respect and esteem, and to express their cordial sympathy with him in the unwarranted personal attack recently made upon him in the House of Commons."

The ATTORNEY-GENERAL, who was again greeted with loud cheering, said he had often felt a difficulty in making up his mind as to what he should say under trying circumstances, but he could assure them that he used no mere words of excuse when he told them that their reception had been almost too much for him. Since the President of the Incorporated Law Society and some other old friends had intimated to him that it was the largely expressed wish of members of the solicitor branch of the profession to express their opinion publicly respecting the incidents to which their old friend the chairman had referred, it had crossed his mind on more than one occasion to ask what it was that should have called for this expression of opinion, this outburst of genuine feeling. He recognized, and was proud to repeat the observation, that this was no political gathering. He knew that there were in this room some, if not many, who would be strongly opposed to him on mere political questions. He knew there were others who had expressed an opinion which he respected, that perhaps, whether from a personal or from a professional point of view, it would have been better if he had not felt bound to accept the responsibility of the position of an advocate in the particular case to which allusion had been made. He respected the opinions of his political opponents; he respected the opinions of those who, perhaps with less information, were entitled to form the opinion to which he had referred. What, then, was it that had brought this great assembly together? What was it that had led to the spontaneous utterance of upwards of 3,800 members of the solicitor branch of the profession? He said it was the honourable English feeling—the love of fair play. He should speak in no disrespectful terms of the right honourable gentleman to whom he owed this banquet. He should, before he sat down, venture to send a respectful message to him through the columns of those papers which might possibly report what he said. But he wanted to explain what was the view which he took—the view which he believed was sympathized in by all present. He had said that the main instinct which had prompted this gathering was the English love of fair play. It was utterly unnecessary that he should in this assemblage explain to them, or through them the English world, the position of advocate and client. It had been well expressed by their chairman, and they all knew perfectly well what was the position of an advocate, a member of the English bar, or a solicitor acting as an advocate, appearing for a client—that he was bound to do his duty honourably and straightforwardly, and to represent his client's position without bias or without intentionally varying the instructions by any opinions of his own. It would be an evil day for the administration of justice when advocates thought they were entitled to colour their speeches by their personal opinions. But how was it that this principle or this instinct of fair play had called forth this remarkable demonstration? He had been associated in the case to which allusion had been made with five men, some even more experienced than himself, of older standing at the bar, whose honour was as dear to them as to the humblest or the most powerful member either of the solicitor branch of the profession or of his own. When he reminded them that he had with him Sir Henry James, the standard of whose honourable conduct was now a watchword among all political parties; that he had with him an old and valued friend known to many in that room—Mr. Murphy; and speaking

of the English bar, Mr. William Graham, known to many; and let him also add, with extreme pleasure, the names of two most distinguished men who had not been known to our courts before, but whose reputation was well known in Ireland—he meant Mr. Atkinson and Mr. Ronan; and when he repeated that which, as they all knew, had been said before on the floor of the House of Commons, that not one single step which formed the subject of the attacks to which he had referred had been taken without their knowledge and full consent and concurrence, they would see why it was so evident—which might well evoke a protest from the lovers of fair play—that he, the leading counsel, should be singled out for the attack that was made. But there was another side to the question, which he ventured to enforce upon their minds, at any rate those of them who might be younger than himself, as being an incident of contrast to which he might fairly call attention with some pride. There had been opposed to him men equally distinguished, men whom he had been proud, and still was proud, to call his friends. They had been his bitter and keen political opponents, but those political controversies had never in the smallest degree embittered their professional friendships; and when he said that he referred to his friend Sir Charles Russell, to Mr. Lockwood, to Mr. Reid, to Mr. Asquith, and to some others, they would see that he had a reason for pressing this consideration upon them. They had played their part in this professional contest with ability and with distinction, but it was perfectly well known to everybody to whom he was now speaking—whether he was a Gladstonian, or a Home Ruler, or a Unionist, or a Conservative—that there were a large number of people who had been diametrically opposed, politically, to the views which were being expounded by his honourable friends who were opposed to him as advocates for their side. He asked those he was addressing if there was a man who valued the honourable position which he held in his profession who would lower himself to attack those gentlemen because they happened to be advocating a cause to which he was opposed. He was using no words of boast, nor words of self-laudation; but he believed he might say for all these who heard him that they would sever themselves from their profession rather than stoop to gain a temporary advantage by attacking an advocate personally who happened to be opposed to them. He spoke with all sincerity; he had no feeling in this matter but that in a humble way, it might not be the best way, but still according to the best of his lights, after most careful and anxious consideration, in no hasty manner, he had endeavoured to do his duty in the difficulties of the case which had been put before him, and he did not welcome this gathering by any means solely because it was such a tribute of friendship, such a tribute of sympathy, such a tribute of encouragement, which would enable him to go forward and to do one's duty in the future relationships of professional life. He welcomed the gathering because he rejoiced that under cover of the banquet to him, a banquet which would be remembered with his name, with his tenure of the great office which he now held, there should be this outspoken protest in favour of fair play in professional life. He saw around him friends—old clients—he was glad to think how many they were, for whom he had fought, and against whom he had fought on many occasions, and he told them honestly, not only could he not recognise a face here or a name there, but he did not remember any one admitted solicitor present in the room, or with whom he had been associated in the course of his now somewhat long professional career, who would desire, as far as he could remember, to gain even a temporary advantage by endeavouring to wound the personal feelings of those who were opposed to him. He felt it his duty to express to them the strong conviction which he had that the solicitor branch of the profession had spoken upon this occasion because they desired to enter an emphatic protest against any person, when he had been once a member of the profession, or while he should still call himself a member of the profession, lowering the arena of political warfare for the purpose of making an unjust political attack. He had said that he would send to the right honourable gentleman a message. That gentleman had thought fit to say, even in recent speeches, that he (the Attorney-General) had expressed himself as being very angry with him. He had never made a greater mistake in his life. He (the Attorney-General) had expressed his opinion of his attack in plain English and with some straightforwardness, but after the battle was over—and he left it to history to record who got the worst of the encounter—he had nothing but gratitude for him, and he would assure him, both publicly and privately, that no feeling of anger lingered in his breast. But for that attack he (the Attorney-General) would never have had this great honour paid to him. He could not sit down without saying a word or two upon the personal aspect of the matter. He had not regarded this great compliment as paid to him mainly from a personal point of view, for the reason which he had already expressed to them; but they must not think that he was not deeply grateful for the expressions of the sentiments of personal friendship and personal regard which this had evoked; and upon nothing should he dwell with greater pleasure when he looked back upon the recollection of this evening than the chairman's kind allusion to the memory of his beloved father. He knew that there were many in that room who had known him well, many who had respected him, and regarded him with affection through the whole course of his professional career; and he did feel this, that it was an honour to think that among those who had assembled to honour him to-night there were many who would have been only too glad if his father had been spared to witness his triumph to-night. And now he would say a word or two upon a matter which had been very frequently present in his mind, and that was the relation between the two branches of the profession. He did not regard barristers and solicitors as two distinct professions. He never had so regarded them, and he had spoken on this matter on occasions previous to this. He was proud to say that he believed they were but two branches of the great legal profession, each having its duties, each having its mutual relations; and he trusted that those relations would remain broadly in the same condition in which they were at the present time, and he believed it was for the advantage of both branches that they should so remain. He had no object, nay, more, he should be ashamed of himself if he for one moment, by any attempt to draw distinctions between the two branches of the same profession, should be thought even to be lowering or making any suggestion which might lower the great profession, or that great branch of the profession to which his hosts belonged. It was impossible for him there even to enumerate the names of those to whom in years gone by he owed debts of gratitude; but he often thought, looking back, upon the good fortune and good luck which had attended him, almost without break, for a period of twenty-one years—that perhaps he owed as much to a member of the solicitors' branch of the profession as he did to anybody, for there was no period of his professional life in which he had learned so much as he had in the offices of his old friend Mr. Frederick Maples, who was kind enough to be present to-night. But he wanted them kindly to consider how he regarded the present position in relation to the two branches of the profession. He was aware that he was saying nothing that was new to many who heard him, but having had occasion to think over the matter very frequently since he had spoken publicly on the subject, he should like once more to enforce the settled opinion which he had formed as to what was best for the solicitor branch and what was best for his own branch. He trusted that the time would never come when there would be no branch of the profession which devoted itself to pure advocacy or devoted itself to consultative business. He had not only no objection, but he would encourage in all the, what he might call without offence, inferior courts of the realm, in the interest of suitors, the position of solicitors being advocates; but he did assure them that he believed the consensus of opinion of those of the solicitor branch as well as his own who had considered the matter had driven them all to the conclusion that speaking of the higher courts, he meant of the superior courts, and of the ultimate tribunals, it would be a lamentable thing if there was not a class of men who devoted themselves to advocacy as distinguished from the preparation of cases; and he had not confined his observations in this respect by any means to his own country alone. He had talked freely and frequently with those representatives of foreign countries best able to speak upon this subject, and notably those who come from America, where the other system had prevailed, and all he could say was that, speaking of the more serious and heavy litigation, they would all confirm his opinion that in order to properly conduct a case a man should be an advocate solely, and should put the position with a fresh mind before the fresh court that has to hear it argued out. Let them not think that he uttered these sentiments with any wish to keep that particular branch of the profession of which for the moment he was supposed to be the head, in any exclusive condition, or in any way to close its doors to those who desired, or wished, or were fitted to enter through those doors. There were those in the room who knew that he had striven, and he did not intend to cease to strive, to make the path from the one branch to the other as simple as it could possibly be; and he saw no reason, if a solicitor developed, or thought he had developed, the gifts of advocacy—if he thought he was better fitted for the work of an advocate than for what he (the Attorney-General) might call the ordinary work of a solicitor—why the Bar should not welcome him, why they should not make the transition from one step to the other as easy and as free from obstruction as possible. He had an opinion, based, he would admit, upon old cricketing days, that a man ought not to change ends more than once in an innings; but even as to that, he had noticed that the Marylebone Club had altered its laws during the last three weeks, and therefore, subject to a little additional restriction, he should not mind a see-saw operation going on. He said this, that he did not think it would be practised very often, and he did not think it would do much harm; but seriously he hoped and believed that the best interests of both branches of the profession would be served, not by endeavouring to fuse their functions, not by endeavouring to fuse their duties, not by endeavouring to fuse the two men into one, but by allowing the man who showed his capabilities and capacities as being best suited for the one branch or the other, to go and devote his energies to that branch, and to leave the man who had the other capabilities and the other capacities to do his own work in his own way. And he believed that if they were to canvass the thinking public—by which he meant not those who merely would be led by some *ad captandum* newspaper article, but who would study the question from the point of view of those who had anxious matters to be discussed, they would find that they considered it was to the best interests of the public that those distinctions should be maintained. He had detained them at undue length, but he had felt that this was an occurrence which was probably unique. He could almost wish that such an occurrence could never occur again, not that he wished to grudge to any future barrister or any future member of his profession being able to hand down to his children such a testimonial of esteem and affection as he held in his hand to-night, but because he believed that such an occasion must be rare, and ought to be rare, and that it would be long before the national protest of the solicitors of this kingdom against personal attacks made upon advocates would have lost its effect, or before a similar state of circumstances was likely to arise again. They knew already—he knew from the hearty grip of the hand that he had received from so many hundreds to-night, that he had in the room a large number of personal friends; but he did not believe that any feeling of mere personal friendship would have evoked such an outburst of testimony as had resulted in this banquet, would not have allowed professional friendship or personal friendship to be made the excuse for a demonstration, unless there were some sound and some good cause for that demonstration being heard. He believed and trusted that it would do good to both branches of the profession, and he believed and trusted that through his name, and in his name, this would be an incident which would not be forgotten for many a long year in the history of the professional life of solicitors and barristers throughout the country. To himself he could only say it was utterly impossible, and he spoke it scarcely able to utter the words he was using—it was utterly impossible to overrate his feeling of gratitude to them for this tribute of their confidence and their regard. He had received, as they knew, some three weeks ago, a spontaneous outburst of expression of con-

fidence from the barristers of all political views, who had taken the occasion of a business meeting to testify their approval, their opinion that he was not capable of conduct which had been imputed to him. But he said this, that, gratifying as that was, and to be expected as it might have been, he could not but feel, and he had every right to feel, that the present testimony was, from some points of view, more weighty, less to be expected, and such as must make a deeper impression upon the unworthy recipient who was now addressing them, and upon those who had been good enough to take part in its exposition. He trusted that his name might remain and be remembered in the profession, as that of his father had been before him, as the name of one who had not unworthily borne himself in the position of an advocate or in the great position he for the moment occupied. But, be that as it might, he could only say this, and it was no formal expression, nothing could exceed the feeling of gratitude that he had towards those not present who had joined in this testimony for the encouragement they had given him, for the strength that they had added to his determination that he would, as far as he possibly could, as long as he was spared to conduct himself either as the head or as a member of the profession, do his utmost to conduct himself honourably, and to do his work as an advocate straightforwardly and fearlessly in the interests of his clients, and for that encouragement and for that addition of strength he thanked them all. He should never forget this occasion. Nothing could ever efface it from his mind. It would be to him like a bright light, the rays of which would shine upon his future career as the friendships of those present had shone upon his past; and he said to them one and all, old and young, "Most heartily I thank you."

Mr. B. G. Lake (President of the Incorporated Law Society) proposed the health of the Chairman. He said that although, on this occasion, as they had met together for the special purpose of showing their respect and esteem to the Attorney-General, who had just addressed them, they were not going to have a series of toasts of the usual character—he was going to say at such a meeting as this, but such meetings as this had no precedent—yet there was one toast which he was quite satisfied all of them would desire to have proposed—he meant the toast of their chairman, Mr. Gregory. It would be sufficient if he were to base that toast upon the able way and the tact with which he had expressed their opinions and their wishes, but he desired also to place it upon a wider basis, and to refer to Mr. Gregory as one of the most representative members of the solicitor branch of the profession. He did not know whether Mr. Gregory would thank him for reminding him and those present that it was now very nearly fifty years since he entered the ranks of the profession, and that it was more than twenty-five years since Mr. Gregory had first become a member of the governing body of the Incorporated Law Society, which he (Mr. Lake) hoped he might say in this room represented to a very great extent indeed the whole solicitor branch of the profession. But even there Mr. Gregory's claim to their respect and their esteem did not end. For more than sixteen years Mr. Gregory called himself the member for Sussex in the House of Commons, but he was really the member for the solicitors of England, and he was listened to in the House of Commons because in such an assembly he always upheld and enforced upon the House the views solicitors always desired to see enforced, so far as consistently with his own views he could rightly do so. He had now retired from that laborious and anxious occupation. He had also, he (Mr. Lake) was glad to say, been able to retire from some of the more active work of the profession in which they were all still engaged, and he showed by his presence here this evening the interest he took in everything which concerned the profession to which they and he belonged, and the desire to devote the abilities which he possessed to the furthering of the welfare of that great profession to which they all belonged. Let them just think what, to anyone looking back over a period of fifty years, a difference there was between the profession as it was when Mr. Gregory joined it in 1841, and the position it occupied as a profession to-day. Fifty years ago such a gathering as this would have been impossible—such a gathering would have been thought altogether out of the sphere of solicitors, whereas now the profession of the solicitor had by its education, by its training, by the position which it holds in the country, been placed on a very different footing from what it was then. At that time they had no education as lawyers, necessarily; but a few years later, they did submit on their own motion to examinations to test their fitness for the practice in which they were to engage. For a long time these examinations were granted them grudgingly, granted them only as nominees of others over whom they had no control, whereas now they were entrusted with and they had their own examinations, their own training. They were responsible for their own education as lawyers, and it was their own fault if that education was not good. They were entrusted further with their own discipline, a discipline that compared favourably with that of any other profession, and in every way they occupied a position such as that a man might say he was proud of being one of the solicitors of the Supreme Court of England. In all that work Mr. Gregory had taken a leading part, not only as a solicitor of singular eminence and undoubted ability, but as one of the council of the governing body through whom, with the assistance of many similar bodies throughout the country, these results and that position has been attained; and he would venture to say it was no small thing for them to look upon Mr. Gregory as the representative of one of their oldest firms, a most distinguished member of their profession—to look upon him as an example, as a man who had throughout his life held firmly aloft the standard of professional integrity; one who had done no small thing in his position as a Member of Parliament to show that the solicitor was not necessarily absorbed in those minor details to which the public were apt so much to confine their attention, but that he took a larger view, and recognised that, however able a solicitor might be, his ability, success, and position depended not upon his mere legal attainments, but upon his being and holding the character of an English and Christian gentleman, exercising his profession with that love of fair play to which the Attorney-General had alluded; doing his very best for his clients; recognising that though there were duties to his clients, there were often higher duties, especially in the position of a solicitor, to the great maxim of right, honour, and integrity, and upon all these grounds he was sure he would carry them with him triumphantly when he asked them to drink their chairman's health.

The toast having been enthusiastically honoured,

The Chairman, in returning thanks, said he always had felt the greatest interest in the profession to which he belonged. He had always believed that it was a straightforward and honourable profession, and that the members of it were, generally speaking, men of the highest integrity. During his period of Parliamentary life he had made it a rule that no attack should be made upon his profession, or the members of it, without his having a word to say upon the subject. And he might say for the members of the House of Commons that they were always inclined to listen to anything like reason, and that they treated solicitors, generally speaking, with great respect and great consideration. He would venture, in thanking them, to say that he was sincerely animated by the best wishes for his profession, and though his physical strength might not enable him to express it as in times when he occupied a position in the House of Commons, still those wishes animated him, and if occasion occurred his opinions would still be expressed.

During the dinner the string band of the Royal Engineers, under the direction of Herr J. R. Sawerthal gave a selection; and at dessert a programme of vocal music, under the direction of Mr. Arthur Thompson, was performed by Mr. Walter Coward, Mr. Albert James, Mr. Henry Taylor, and Frederick Bevan. Messrs. Ring & Brymer served the dinner.

LAW SOCIETIES.

LIVERPOOL BOARD OF LEGAL STUDIES.

The annual meeting of the Liverpool Board of Legal Studies was held in the library of the Incorporated Law Society, Union-court, on the 28th of May. Mr. W. A. Jevons presided, and among those present were Professor MacCunn (University College, Liverpool), Professor Munro (Owens College, Manchester), Messrs. W. J. Stewart, T. Bellringer, James Thornely, J. W. Alsop, S. Style, Morris P. Jones, J. C. Bromfield, (secretary), C. B. Wilson, jun, H. Todd, J. E. B. Bagshawe, &c.

In their annual report, the board said in continuation of the scheme of legal study which was determined upon when they commenced operations in 1886, a course of lectures had been provided on a branch of each of three main divisions of law, namely, the law of real and personal property and conveyancing; equity; and common law. The fees charged for the lectures had been the same as in previous years, and the amount received from this source had been £40 13s., as compared with £42 17s. last year. Prizes had been awarded as follows:—First course, G. M'Master; second course, first prize, H. M'Master, second prize, A. Rutherford; third course, first prize, A. Rutherford, second prize, H. M'Master. In addition three evening courses of lectures had been given on mercantile law, to meet the requirements of mercantile clerks and non-professional students as well as of students proposing to enter the legal profession. The average attendance at the lectures (exclusive of the first lecture) was—First course, 39; second course, 29; third course, 30. The financial condition of the board continued satisfactory, there being a credit balance in hand of £55 4s. 11d. of which £4 16s. 6d. belonged to the prize fund. The board expressed their thanks to the Incorporated Law Society of the United Kingdom, University College, Liverpool, and the Liverpool Law Students' Association, for the very liberal grants made by those bodies to the funds of the board, and also to those members of the profession who had so generously augmented the funds by subscriptions and donations. The thanks of the board were also given to the Liverpool Incorporated Law Society, and to University College for permitting them to have the free use of their rooms. The board invited the cordial co-operation of all the members of the profession in their efforts to advance legal education in Liverpool. They felt that without such co-operation they could not hope to attain to that high degree of success which the importance of the subject merited.

The Chairman called attention to the satisfactory character of the work which had been done during the past year, and expressed the hope that the members of the profession would assist the board in the efforts they were making to advance legal education in the city.

Professor Munro spoke of the usefulness of these courses of law lectures, and said he ventured to think that, although they had only been established in Liverpool for a period of three years, the success which was attending them would eventually lead to a large and flourishing school of law being established in this city. He noticed with special interest the decided success of the evening lectures, which were established for the first time last year. He thought when they remembered that the lectures which had been given in Liverpool combined in a most remarkable manner theory and practice, that they not only gave a sound training in the scientific principles of law but combined with that practical instruction in such matters as conveyancing, they would at once perceive that they appealed to every possible class of legal student. They ought to be able to draw students in not merely from Liverpool but from the surrounding towns.

The Chairman proposed that the thanks of the meeting be given to Sir Henry Fox Bristowe, Q.C., Vice-Chancellor of Lancaster, for the contribution he had made towards the prizes, and for the very gratifying support he had otherwise given to the board.

Mr. J. Thornely seconded the motion, which was carried with applause.

On the motion of the Chairman, seconded by Mr. Bellringer, a cordial vote of thanks was given to Mr. J. C. Bromfield for the zeal and assiduity he had manifested in his discharge of the secretarial duties.

The Chairman then proceeded to present the prizes to the successful

students. At the conclusion Mr. Jevons was thanked for his services as chairman and for the efforts he had made in futherance of the objects of the board. The resolution was proposed by Mr. Alsop, and seconded by Professor M'Cunn, who stated that Professor Rendall (principal of University College) was unfortunately prevented from being present at the meeting. He hoped that the lectures that had already been given were only the beginning of a long course of legal education within the walls of University College.

THE NEW RULES OF COURT.

At a meeting of solicitors held at the Law Institution on the 17th of May, 1889 (Mr. B. G. Lake, President of the Incorporated Law Society, in the chair), and at which the following were present:—Messrs. H. E. Gribble (Torr & Co.), H. J. Francis (Field, Roscoe, & Co.), W. A. Sharpe (Sharpe, Parkers, & Co.), F. R. Bloxam (Paterson, Snow, Bloxam, & Kinder), A. H. Arnould, William Wood (Andrew Wood & Glasier), V. I. Chamberlain, T. Sansome Preston (Robinson, Preston, & Stow), G. H. Bower (Bower, Cotton, & Bower), James S. Kingdon (Coode, Kingdon, & Cotton), R. H. Peacock (Peacock & Goddard), Henry Roscoe and Basil Field (Field, Roscoe, & Co.), Thos. Rawle (Rowcliffes & Co.), Grinham Keen (Keen, Rogers, & Co.), Wm. Wms. Box (Taylor, Hoare, & Box), William Morris (Aldridge, Thorne, & Morris), Clement Locke Smiles (Smiles & Co.), S. Horace Candler (Kingsford, Dorman, & Co.), Chas. Pease (Geare, Son, & Pease), L. Kirkman (Shaw, Tremellen, & Kirkman), L. Rendell (Church, Rendell, & Co.), Rd. Smith (Richard Smith & Sons), Busk & Co., Meredith & Co., Jaques & Co., S. L. Mumford (Speechly, Mumford, Landon, & Co.), Walter F. Cunliffe (Cunliffes & Davenport), Jno. Tarry (Crowdy & Tarry), W. H. Gray (Bell, Brodrick, & Co.), John Tryon (Saltwell & Tryon), W. F. Baker (Lawrance, Baker, & Waldron), F. C. Adams (Prior, Church, & Adams), J. Williamson, jun. (Williamson, Hill, & Co.), John A. Iliffe (Iliffes & Co.), Richard Pennington (Cookson & Co.), R. W. Dibden (Bridges, Saltwell, Heywood, & Co.), Frank Broome (Chester & Co.), J. C. Fox (Hare & Co.), Chas. Goddard (Peacock & Goddard), Lambert Gardner (Warren, Gardner, & Murton), W. H. Crowder (Crowder & Vizard), Stanley Chapman (Norris, Allens, & Co.), Robert Hart (Burton, Yeates, & Hart), W. V. Paterson—the following resolutions were moved by Mr. Thos. Rawle, seconded by Mr. Henry Roscoe, and carried unanimously:—

1. That the council be requested to take immediate steps for obtaining a suspension, pending a revision, of the Orders of May, 1889, and, with that object, it is suggested that the Lord Chancellor be asked to receive a deputation from the council and the associated country societies, with members to be selected to represent the profession generally, and that the council do take such other steps as they may think fit.

2. That it be a further suggestion to the council that they should at once communicate with the provincial law societies with a view to obtain their active co-operation in any steps which the council may consider desirable.

3. That a committee of this meeting be appointed to carry into effect the above resolutions.

4. That such committee consist of the following, with power to add to their numbers:—Benj. G. Lake, president; G. Keen, vice-president; F. R. Bloxam, H. J. Francis, W. H. Gray, John Hunter, J. A. Iliffe, Thos. Rawle, W. A. Sharpe.

The following is the report of the committee appointed at the above meeting:—

The committee appointed at a meeting of solicitors held at the Law Institution on the 17th of May, 1889, have carefully considered the Rules of the Supreme Court of May, 1889, respecting the taxation of costs, as to which they make the following observations and recommendations:—

Order 65, *New Rule* 19c.—This new rule and the following sub-sections are apparently framed on the assumption that there is a reluctance on the part of solicitors to get their costs taxed and paid. There is reason to doubt this view.

The new rule 19c provides that if the solicitor having the carriage of an order fail in leaving at the office of the proper taxing master within seven days a copy of the order, &c., no costs of taxation shall be allowed to him.

This, it will be observed, gives no power to the taxing master to allow the costs under any circumstances—the penalty is absolute. The words "costs of taxation" appear to include the taxing fee which the solicitor would have to pay on his costs out of his own pocket; the penalty provided in the subsequent rules being, that he shall lose his costs of drawing, copying, and attending taxing, thus making a distinction between these and "costs of taxation."

The committee are of opinion, and reccommend, that this rule should be annulled, and that the old rule 19B (which, with rule 19G, seems to meet the necessities of the case) should be restored; or, in the alternative, that the new rule should be amended by giving to the taxing master power to disallow the costs of drawing, copying, and attending taxing, instead of inflicting an absolute penalty of loss of "costs of taxation."

New Rule 19D.—The former rules 19c and 19D, now annulled, directed the taxing master to give notice of an appointment to proceed, and provided that at that appointment he should appoint a further time within which the bill should be brought in, but the new rule 19D directs the taxing master to give both this direction and also an appointment to tax forthwith on merely seeing the order, without the attendance of the parties, and before he can have ascertained the nature of the action, or whether the bills of costs be short or long, or whether for any reason the preparation and taxation of the bills ought to be postponed. The committee are of opinion, and recommend, that the proposed new rule should be annulled, and the former rules, 19c, 19D, and 19F, restored. It should be observed that the annulled rules 19B, 19c, 19D, and 19F are in exact accordance with the resolutions of the Lord Chancellor's committee on the distribution of business in the courts and chambers of the Chancery Division, March, 1886.

Order 65, *New Rule* 27. *Reg.* 27.—The regulation as now altered enables the taxing master to exclude the parties most interested in the amount of the costs to be taxed from attending on the taxation. The former regulation enabled him to exclude only a party whose attendance was unnecessary, "in consequence of the interest of such party in such fund or estate being small or remote, or sufficiently protected by other parties interested." Under the new regulation, the taxing master may, without cause assigned, refuse to hear any party, even the party entitled to receive the costs, or the party entitled to the whole fund out of which the costs are to be paid; and, the refusal being a matter in the master's discretion, it is apprehended there would be no appeal against his decision.

It is obvious that there may be many objections to the costs which can only be known to a solicitor who has attended the proceedings, and which it is impossible for the master to discover by merely reading the bill, or even from the papers.

If there be no solicitor present and responsible for the taxation, many costs not properly chargeable may be included in a bill and passed by a taxing master.

Moreover, a solicitor should in all cases have the opportunity of supporting any charges which the taxing master may have disallowed.

The committee are of opinion, and recommend, that the former regulation should be restored.

Order 65, *Rule* 27. *New Reg.* 38A (*a*).—This new regulation enables the master to allow a gross sum for costs, if in his opinion the costs claimed are excessive, not only because they have been "increased by unnecessary delay, or by improper, vexatious, or unnecessary proceedings or by other misconduct or negligence," but also "if *from any other cause* the amount of the costs shall, in the opinion of the taxing master, be excessive, having regard to the value of the fund, estate, or assets to which they relate, *or other circumstances*." This will give the taxing master power to fix arbitrarily such a gross sum as he may consider right, without any necessary reference to the actual labour or the disbursements made. It is, moreover, obvious that if the words of the regulation do not in terms preclude an appeal, they practically make any appeal impossible, place the taxing master in a position of irresponsibility unknown to any other tribunal in the country, and override all Acts of Parliament, rules of court, and decisions.

Apply the terms of the new regulation to the provisions of the Solicitors' Remuneration Act and the General Order under it. Suppose a bill of costs brought before the taxing master including conveyancing costs, which, whether the scale applies or not, are governed by that Act and order; the master need not, if the new regulation remain in force, consider whether the scale is applicable or not, nor pay any regard to the scale of fees provided by that order, but may fix a gross sum for the whole bill, without cause assigned.

It must occasionally happen that, owing to special circumstances beyond the control of the solicitor, costs are heavy in proportion to the value of the estate; yet the taxing master may, for reasons not arising out of or connected with any impropriety or unnecessary proceedings, but "from any cause," disallow the costs so incurred because he is of "opinion" that "from other circumstances" the costs are in excess of what ought to have been incurred.

The regulation, moreover, places it in the power of the taxing masters to avoid the trouble of going through the details of bills of costs, or of deciding difficult points, by writing at the foot of the bill, "I allow the sum of £ ," and giving no reasons.

This regulation is confined to the taxation of costs with a view to payment out of a fund, estate, or assets, and consequently leaves the client liable to his solicitor for costs according to Acts of Parliament, orders of court, and settled practice, although the taxing master limits the amount to be allowed against the fund, estate, or assets. The result might be that the division of a fund directed by a judge would be altered. For instance, in the case of an application to the court to ascertain a class, and divide a fund in court between the members of it, the amount payable to some would be increased by the taxing master allowing a gross sum for costs out of the fund, and throwing the costs disallowed on the one who instituted the proceedings, although he may have acted for the general benefit.

Solicitors feel no reluctance to submit their conduct and remuneration to the consideration and decision of the judges before whom they practise, or the court of which they are officers; but they submit that it is not just or reasonable to place them under the absolute control of the taxing masters as irresponsible judges sitting in private and deciding without sufficient investigation.

The objections which the committee feel to this regulation would be less if, whenever the taxing master allowed a gross sum for costs, he were required to report the circumstances under which he had exercised his powers, and if a right of appeal to the judge who made the order were specially reserved; but the committee fail to see what more is necessary to check abuses than the powers already vested in the court, judges, and taxing masters. (*See* order 65, rules 11 and 19G, and regulations 28 and 55 of Rule 27.)

The committee, therefore, recommend that the New Regulation 38A (*a*) should be annulled or amended in the sense of this report.

Order 65, *Rule* 27. *New Reg.* 38A (*b*).—This regulation inflicts a fine on

a solicitor for not being able to foretell what items a taxing master will and what he will not consider properly chargeable against a fund—a question totally different from that of a solicitor's bill against his own client, and one on which no one can anticipate the view of the particular taxing master. A solicitor may make out his bill in strict accordance with Acts of Parliament, General Orders, and practice, but if the master differ with him on the principle on which his bill is made out, or "for any cause" is of "opinion" that the amount is excessive as against the fund, he may allow any sum he pleases; and then if this is less by one-sixth than the amount of professional charges according to the bill as submitted for taxation, the solicitor is not to be allowed any costs of drawing and copying his bill or attending taxing.

Under the Solicitors Act, 1843, if one-sixth is taxed off the whole bill, including disbursements, the solicitor has to pay the costs of taxation. In a taxation under the Solicitors Act, the sixth is measured by the amount of the whole bill, including disbursements. Disbursements almost always exceed one-third of the whole bill, and are seldom much reduced; so that a sixth taken off the charges, exclusive of disbursements, means a reduction of the whole bill by about a ninth only, instead of a sixth as under the Solicitors Act.

The majority of the bills taxed in the Chancery Division relate to costs payable out of a fund or out of assets, and a complete bill ought to be submitted to the master to enable him to judge as to how much of such complete bill should be allowed out of the fund. A bill thus prepared would be one which, as between solicitor and client, would be proper to be allowed to the solicitor; but as against the fund, the master would frequently disallow many charges properly payable by the client, but not in the discretion of the master strictly chargeable against the fund.

The taxing masters already, according to the existing practice, do disallow the charge for drawing and copying such part of any bill as is considered to have been improperly included in the bill submitted for taxation, and this power sufficiently secures that justice shall be done.

It is to be borne in mind that it is the *client's* claim against the fund, not the solicitor's, and that it is the solicitor's duty to procure for his client the most complete indemnity in his power, so that it is in the endeavour to perform this duty that he will incur liability to the proposed penalty. The importance of this will more clearly appear when it is borne in mind that in the Probate Division party-and-party costs are not unfrequently ordered to be paid out of a fund, and this is so in the Chancery Division also, although not to the same extent.

The committee are of opinion, and recommend, that this regulation should be annulled.

These rules, which have been made by the Rule Committee of the judges under the authority of the Judicature Acts, were signed without any previous communication with the profession, and the committee desire that attention should once more be called to the importance, both in the interests of the public and for the convenience of the profession, of a sufficient opportunity being afforded to the representatives of the profession for the consideration in draft of any proposed rules.

By the Solicitors' Remuneration Act, section 2, a tribunal is constituted on which the Incorporated Law Society and the country law societies are represented, which has power to deal only with costs in non-contentious business; and by section 3 it is enacted that one month at least before any order is made by the tribunal thereby constituted, a copy of the proposed order is to be communicated in writing to the Council of the Incorporated Law Society, who are to be at liberty to submit such observations and suggestions in writing as they may think fit to offer thereon, and the tribunal are to take such observations and suggestions into consideration, and, after considering the same, to make such order as they may think fit.

The committee are aware, from the report of the council of the society submitted to the members on the 9th of July, 1886, that the then Lord Chancellor had expressed his opinion that solicitors ought to be consulted in reference to any regulations affecting their remuneration, and that he was prepared to support their claim to such right.

The committee therefore strongly urge upon the council that they should endeavour to have sections 2 and 3 of the Solicitors' Remuneration Act extended so as to provide that the Incorporated Law Society and the country societies should be represented on the several bodies authorized to make general orders, rules, or regulations to be made under the Judicature Acts, the Bankruptcy Act, the County Court Act, and the Land Registry Acts, relating to the practice of the courts and offices, and that the draft of all such orders, &c., should be submitted to the council, as representing the profession, one month before they are published.

For the Committee,

BENJ. G. LAKE, Chairman.

[The above report was adopted by the Council of the Incorporated Law Society on the 24th of May.]

In the course of the trial of an action on Wednesday before Mr. Justice Hawkins, the plaintiff said that he was a bookmaker. Mr. Justice Hawkins: What is a bookmaker? At first sight he would seem to be a literary man. Witness: A bookmaker is supposed to be a banker. Mr. Justice Hawkins: I suppose I may take it that the banker is possessed of money to start with? Witness: Yes, and he has "clients" to bet with him. If they back a horse with him and it wins, they are supposed to have their money. Mr. Justice Hawkins: Do clients back horses with their bankers? Witness: Yes; and if the horse wins they get their money. Mr. Justice Hawkins: Sometimes.

LAW STUDENTS' JOURNAL.

SOME STUDENTS' BOOKS.

BLICKENSDERFER'S BLACKSTONE'S ELEMENTS OF LAW, &c. WITH ANALYTICAL CHARTS, TABLES, &c. By U. BLICKENSDERFER, Attorney-at-Law (Chicago). Stevens & Sons.

The object of the present edition of "Elements" is to popularize the study of law. In order to effectuate this charts and tables are freely introduced which catch the eye and so facilitate its study, while at the same time aiding the memory; some of the former are excellent, especially the tables on conveyances, estates, homicide, and insanity. The author introduces within brackets matter from other sources for the purpose of elucidating Blackstone's remarks, but he has been careful to preserve the very language of the great text writer, except on matters which have become obsolete. Cases are not quoted or referred to except those which amount to rules of law, such as *Shelley's case*. The work being intended for general information and to induce laymen to acquaint themselves with the principles of English law, the materials are grouped into short, distinct paragraphs which do not occupy, including charts and tables, more than 312 pages. Well fitted to effectuate its primary object, we consider these "Elements" will be serviceable to university law students, and parts of the work to candidates for the Intermediate, notwithstanding the fact that the latter will not derive much benefit from perusing the legal rates of interest in various States and territories of the United States (p. 139) or the older canons of inheritance.

ELEMENTS OF THE LAW OF TORTS. By MELVILLE M. BIGELOW, Ph.D. Cambridge University Press.

Dr. Bigelow, having been pressed to write an English edition of his work, has prepared a text-book for English students especially designed for university purposes. His definition of a tort as a "breach of duty fixed by law and redressible by a suit for damages" seems to felicitously distinguish, in a few words, a tort from a "crime" and "breach of contract." The classification of torts into (1) breach of duty to refrain from fraud and malice, (2) breach of absolute duty, (3) breach of duty to refrain from negligence, must certainly be regarded a simple and natural division. In the introduction will be found some interesting remarks on the capacity of an infant to commit torts. The present edition is up to date, and the reader will find in it matter of great value, in addition to an attractive style. But as, after a short introduction, it deals exclusively to the end with specific torts, candidates preparing for most of our law examinations will have to supplement it with some other work—for instance, we can find nothing on joint tortfeasors, statutes of limitation affecting torts, the right of husband and wife to sue each other in tort, &c. One good feature among others is the quotation of American cases whenever there is either no English authority or uncertainty as to the English rule on any point, and so we gather a good deal of American law on "escape of dangerous things" and "seduction."

A SUMMARY OF THE LAW OF TORTS. By ARTHUR UNDERHILL, M.A., LL.D., Barrister-at-Law. FIFTH EDITION. (Butterworths.)

However suitable the last-mentioned work may be for university purposes, students for the ordinary bar and solicitors' examinations who go beyond the stereotyped list of students' works will probably read Mr. Underhill's useful little work, which has now reached a fifth edition. It is not necessary to remark on the style and substance of such a well-known work, but we would point out that a few recent cases seem to have escaped the author's attention. *Thorogood* v. *Bryan* is cited p. 179, but no reference is made to *The Bernina* (35 W. R. 314), which overruled it, and we should expect some reference to *Turner* v. *Hockey* (56 L. J. Q. B. 301) under conversion of chattels. On pages 76 to 79 the student will find a capital epitome of the Employers' Liability Act, 1880, and the cases decided thereunder.

SHIRLEY'S SKETCH OF THE CRIMINAL LAW. SECOND EDITION. By CHARLES S. HUNTER, M.A., LL.B., Barrister-at-Law. Stevens & Son.

A second edition of this popular little sketch was much needed to bring the work up to the requirements of students of the present day. The recent important statutes modifying the criminal law—such as the Criminal Law Amendment Act, 1885, the Libel Law Amendment Act, 1888, as well as the recent decisions *Reg.* v. *Dudley*, *Reg.* v. *Serné*, *Reg.* v. *Burgess*, and *Reg.* v. *Flowers*—have not escaped the attention of the present author. For students who have hardly time to wade through Harris a second time the present work will be a great boon. Mr. Shirley's plan of shortly mentioning after each crime the maximum punishment, and whether it is or is not triable at quarter sessions, we have found very convenient, especially when in a hurry. The arrangement of the various crimes is the conventional one—viz., against the State, person, property; some of the definitions are the best to be met with.

THE STUDENTS' GUIDE TO REAL AND PERSONAL PROPERTY. By JOHN INDERMAUR and CHARLES THWAITES, Solicitors. SECOND EDITION. George Barber, "Law Students' Journal" Office.

The authors give a few pages of general advice to students on a course of reading—an epitome of the Conveyancing and Settled Land Acts, 1881 to 1884, a list of statutes, some test questions, and a digest of questions with answers. Students who industriously follow out their directions ought not to fail to satisfy the examiners, as the authors suggest, so long as the bar examinations remain as at present constituted.

LEGAL NEWS.

APPOINTMENTS.

Mr. HENRY LONGLEY, barrister, C.B., Chief Commissioner of Charities, has been created a Civil Knight Commander of the Bath. Sir H. Longley is the eldest son of the Most Rev. Charles Thomas Longley, D.D., Archbishop of Canterbury, and was born in 1834. He was educated at Christ Church, Oxford, where he graduated second class in Classics in 1856. He was called to the bar at Lincoln's-inn in Easter Term, 1860, and he formerly practised in the Court of Chancery. He was an inspector of the Poor Law Board from 1868 till 1874, when he was appointed a charity commissioner, and he became Chief Commissioner of Charities in 1885. He was created a Civil Companion of the Order of the Bath in 1887.

Mr. JOHN BOROUGH, solicitor (of the firm of Barber, Currey, & Borough), of Derby, has been appointed Registrar of the Diocese of Southwell, in succession to the late Mr. John Watson, of Nottingham. Mr. Borough was admitted a solicitor in 1856. He is registrar of the Belper and Ilkeston County Courts.

Mr. JAMES RUSSELL, C.M.G., Chief Justice of Hong Kong, has received the honour of Knighthood. Sir J. Russell is the third son of Mr. John Russell, of Broughshane, Antrim, and was born in 1843. He is an LL.B. of the Queen's University in Ireland, and he was called to the bar at Lincoln's-inn in Easter Term, 1874. He was appointed a puisne judge at Hong Kong in 1879, and he became Chief Justice a few months ago. He was created a Companion of the Order of St. Michael and St. George in 1885.

Mr. EDWARD WINGFIELD, barrister, Assistant Under-Secretary of State for the Colonies, has been created a Civil Companion of the Order of the Bath. Mr. Wingfield is the fourth son of John Muxloe Wingfield, of Tickencote, Rutlandshire, and was born in 1833. He was educated at Winchester, and he was formerly Fellow of New College, Oxford, where he graduated first class in Classics and second class in Mathematics in 1854. He was called to the bar at Lincoln's-inn in Trinity Term, 1859, and he formerly practised in the Court of Chancery. He was appointed an Assistant Under-Secretary of State for the Colonies in 1878.

Mr. WILFRID JOSEPH CRIPPS, barrister, has been created a Civil Companion of the Order of the Bath. Mr. Cripps is the eldest son of Mr. William Cripps, barrister, M.P. for Cirencester, and was born in 1841. He was educated at Trinity College, Oxford, where he graduated second class in Law and Modern History in 1863. He was called to the bar at the Middle Temple in Easter Term, 1865, and he is a member of the Oxford Circuit. Mr. Cripps is a magistrate for Gloucestershire and Kent.

Mr. JOHN STOKELL DODDS, puisne judge of the Supreme Court of the Colony of Tasmania, has been created a Companion of the Order of St. Michael and St. George. Mr. Justice Dodds was a representative of Tasmania at the Colonial Conference in 1887.

Mr. WILLIAM JOHN WORDEN, solicitor (of the firm of Fletcher, Worden, & Fletcher), of Southport, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN GRAHAM, solicitor (of the firm of Nicholson & Graham), of 25, College-hill, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. PHILIP THOMAS RHYS, solicitor (of the firm of Rhys & Hooper), of Grecian-chambers, Devereux-court, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. EDWIN WILLIAMS, solicitor (of the firm of Whittingham & Williams), of Nottingham, Long Eaton, and Ilkeston, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Lord HERSCHELL has been appointed Chairman of the Royal Commission on the Vaccination Acts.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

Mr. FREDERICK LOW, solicitor, has retired from the firm of Turner & Low, of 17, King-street, Cheapside, and entered for the bar. Mr. Joseph E. Turner will be the sole member of that firm.

EDWARD HENRY QUICKE and FRANCIS OSWALD EDLIN, solicitors (Quicke & Edlin), 11, Milk-street-buildings, London. May 18. The said Edward Henry Quicke will continue to practise at the same address.

MINTON SLATER and ROWLAND ADDAMS-WILLIAMS, solicitors (Slater & Addams-Williams), 28, New Bridge-street, London. May 27.
[*Gazette*, May 28.]

GENERAL.

The Commissioners for Oaths Bill has passed through committee in the House of Commons.

The Government Bill for the establishment of a Board of Agriculture proposes to transfer to the new board the various powers and duties of the Land Commissioners for England.

It is announced that probate of the will, dated October 29, 1870, with a codicil made March 10, 1888, of the late Mr. Henry Bret Ince, Q.C., has been granted. The value of the testator's personal estate is sworn at £19,784.

On Tuesday the Lord Chief Justice stated that, as he had to deliver a considered judgment in the Queen's Bench Division on Saturday, the Lords Justices would take Queen's Bench interlocutory appeals on that day.

On Tuesday Mr. Justice Chitty stated that, in the event of any case having been settled before hearing, it was most desirable and also proper courtesy that the solicitors should give notice to the officer of the court, in order that the cause list should be as soon as possible disencumbered by striking out or marking off the names of such cases.

Mr. G. H. Bond, M.P., has received the following letter from the Chancellor of the Exchequer:—"Treasury-chambers, Whitehall, S.W., May 21. Dear Sir,—Mr. Goschen has asked me to give you these further particulars about the effect of the changes in the stamp duties made last year upon the investments of friendly societies, which he promised you in his reply to your letter of the 15th of April. The Customs and Inland Revenue Act of last year substituted a duty of 10s. per cent. for one of 6d. per cent. on the transfer of certain registered bonds, which were thereby assimilated in respect of stamp duties to other marketable securities. This does not, however, apply to the case of transfers on the appointment of new trustees. In that case the duty used to be 6d. per cent. It is now, not 10s. per cent., but 10s. on every bond, whatever its amount. A bond of more than £2,000 would thus actually pay less than hitherto on such transfer. As an illustration of the slight effect of the change even in cases where the investments of a society happen to be principally in the very limited class of securities to which the Act applies, it may be mentioned that, if all the securities of the South-Western District of Foresters were to be transferred to new trustees the stamp duty payable would now be only £11 10s., as against £10 9s. 6d. under the old Act, a difference which on so large a total sum as £40,000 is evidently quite inconsiderable. Moreover, as you are aware, the 16th section (sub-section 4) of the Friendly Societies Act renders it unnecessary to make use of transfers on the appointment of new trustees, as it provides that upon the death, resignation, or renewal of a trustee the property vested in such trustee shall vest in the succeeding trustees without conveyance or assignment. Mr. Goschen thinks that a full consideration of these facts will serve to dispel any alarm which may be felt among friendly societies as to the effect of the change in the duties upon their financial position.—I am, Sir, your obedient servant, ALFRED MILNER."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, June	3	Mr. Pemberton	Mr. Jackson	Mr. Koe
Tuesday	4	Ward	Carrington	Clowes
Wednesday	5	Pemberton	Jackson	Koe
Thursday	6	Ward	Carrington	Clowes
Friday	7	Pemberton	Jackson	Koe
		Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, June	3	Mr. Beal	Mr. Rolt	Mr. Pugh
Tuesday	4	Leach	Godfrey	Lavie
Wednesday	5	Beal	Rolt	Pugh
Thursday	6	Leach	Godfrey	Lavie
Friday	7	Beal	Rolt	Pugh

The Whitsun Vacation will commence on Saturday, the 8th day of June, and terminate on Tuesday, the 11th day of June, 1889, both days inclusive.

WINDING UP NOTICES.

London Gazette.—FRIDAY, May 24.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ATKINS FILTER AND ENGINEERING CO., LIMITED.—Petn for winding up, presente 1 May 18, directed to be heard before North, J., on June 1 Hughes & Co, Budge row, Cannon st, solors for petner

HOUSE IMPROVEMENT AND SUPPLY ASSOCIATION, LIMITED.—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to Edward Hobbs, 11, Old Jewry chmbrs Tuesday, June 25, at 12, is appointed for hearing and adjudicating upon the debts and claims

MONTSERRAT AND ANTILLES PRODUCE CO, LIMITED—Creditors are required, on or before June 20, to send their names and addresses, and the particulars of their debts or claims, to Edward Parker Wilson, 11, Old Jewry chmbrs Tuesday, July 2, at 12, is appointed for hearing and adjudicating upon the debts and claims

PEOPLE'S PREAD CO. LIMITED.—Petn for winding up, presented May 21, directed to be heard before Stirling, J., on June 1 Munns & Longden, Old Jewry, solrs for petnr

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

MANCHESTER BUILDERS' SUPPLY CO, LIMITED.—By an order made by the court, dated May 15, it was ordered that the company be wound up Whitley & Co, Liverpool, agents for Boote & Edgar, Manchester, solrs for the petnr

FRIENDLY SOCIETIES DISSOLVED.

BENEVOLENT SOCIETY, Saracen's Head Inn, Halsall, Ormskirk, Lancaster May 22
UNION SOCIETY, Commercial Rooms, Flowergate, Whitby, York May 21
MANCHESTER POSTAL AND TELEGRAPH BURIAL SOCIETY, General Post Office (Postal Telegraph), Manchester May 22
RED ROSE MALE AND FEMALE SOCIETY, Red Rose Tavern, Collinge rd, Oldham rd, Rochdale, Lancaster May 21
TOTAL ABSTINENCE FRIENDLY SOCIETY OF DINORWIC, New Schoolroom, Dinorwic, Bangor, Carnarvon May 21

London Gazette.—TUESDAY, May 28.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

C. CHANDLER & CO, LIMITED—By an order made by Kay, J., dated May 18, it was ordered that C. Chandler & Co be wound up Ward, Walbrook, solor for petner

LUTHER HANSON & CO, LIMITED—Petn for winding up, presented May 25, directed to be heard before North, J., on Saturday, June 22 Burn & Burridge, Old Broad st, agents for Farrar, Halifax, solor for petner

NEW FLAGSTAFF MINING CO, LIMITED—By an order made by North, J., dated

May 18, it was ordered that the voluntary winding up of the company be continued Kerly & Co, Gt Winchester st, solors for petner

SCHOTT BROTHERS, LIMITED—By an order made by Kay, J., dated May 18, it was ordered that Schott Brothers, Limited, be wound up Williamson & Co, Sherborne lane, solors for petner

STANDARD MANUFACTURING CO, LIMITED—Petn for winding up, presented May 25, directed to be heard before Chitty, J., on Saturday, June 22 Morris, Walbrook, solor for petner

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

HUNCOAT MILL CO, LIMITED—The Vice-Chancellor has, by an order, dated April 29, appointed Joshua Rawlinson, Nicholas st, Burnley, to be the official liquidator

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY BENEFIT SOCIETY FOR YEOMEN, TRADESMEN, AND MECHANICS, White Hart Inn, Chudleigh, Devon May 24

SUSPENDED FOR THREE MONTHS.

CHURCH GENERAL BURIAL SOCIETY, Coventry Provident Dispensary, Bailey lane, Coventry, Warwick May 23

ROCK OF HOBED LODGE, Black Horse Inn, Groes Pant, Ruabon, Denbigh May 23

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 17.

BAGSHAWE, SAMUEL, Foolow, Derby, Yeoman. July 13. F. & H. Taylor, Bakewell

BEDWELL, CAROLINE HANNAH, Bungay, Suffolk. June 24. Norton & Son, Bungay

BLOUNT, CLAVELL WILLIAM SIMPSON, Kells, co Antrim, Retired Lieutenant, R.N. June 17. Hore, Lincoln's inn fields

DODD, JOHN, Millom, Cumberland, Contractor. June 14. Butler, Millom

DONNE, ELIZA, Brixton hill. June 15. E. W. & R. Oliver, Corbet ct, Gracechurch st

DONNE, SAMUEL EDWARD, Gilbart ter. June 15. E. W. & R. Oliver, Corbet ct, Gracechurch st

DOWDALL, WALTER, Manchester, Shipper. June 24. Dixon, Manchester

EAGERS, WILLIAM. Newtown Millom, Cumberland, Retired Carter. June 14. Butler, Millom

ELLIS, EUPHEMIA, Cheltenham. June 29. Gregson, Angel ct, Throgmorton st

FORBES, ALEXANDER, Buxton, Gent. June 29. Woodall & Marriott, Manchester

FOSTER, WILLIAM DAVIES, Carlisle mansions, Westminster, Gent. July 16. Nickinson & Co, Chancery lane

GREEN, JOHN GEORGE, Clifton rd, Camden sq, Clerk in H.M.'s Customs. June 29. Hilberys, South sq, Gray's inn

HALL, PRISCILLA, St Leonard's on Sea. June 28. Twisden & Co, Russell sq

HILLSTEAD, THOMAS WILLIAM, St John's, Kent, Tea Dealer. June 1. Pritchard & Sons, Gracechurch st

HUMPHREYS, MARGARET, Aberystwith. June 19. Hughes, Aberystwith

LECKENBY, MARY, Ripon. May 23. Whitham, Ripon

LIVESEY, ALFRED, Gt Crosby, Lancs, Cheese Merchant. July 1. Bremner & Sons, Liverpool

MANSON, DAVID, Gloucester rd, Regent's pk, Surgical Instrument Maker. June 13. Goldberg & Langdon, West st, Finsbury circus

MOORE, AGNES JANE, Mealsgate, Carlisle. June 28. Phelps & Co., Gresham st

MUSGRAVE, JOHN, Heaton, nr Bolton. June 30. Winder, Bolton

NEWTON, JOHN, sen., Bold, Lancs, retired Farmer. June 18. Jeans & Co, Warrington

OATES, JOHNSON, Sunderland, Esq. June 30. Wilkinson, Sunderland

PAUL, GERTRUDE, Canterbury. July 22. Sankey, Canterbury

PRICE, MARY, Willaston, nr Neston, Cheshire. June 15. Carrington & Barker, Chester

RAINE, SARAH, Burwood pl, Edgware rd. June 24. Pothecary, Basinghall st

SHIP, WILLIAM JAMES, King st, Regent st, Licensed Victualler June 15. Norman, Argyll pl, Regent st

SMITH, WILLIAM, Bridport, Dorset, Gent. June 13. Roper, Bridport

TIPPING, WILLIAM WHITACRE, Bold Hall, Lancs, Esq. June 18. Mayhew & Co, Wigan

TRONSON, JAMES, King st, St James's sq, retired Capt. Indian Navy. June 5. Argles & Co, Great St Helen's

VERLANDER, ROBERT JACOB, Chatham, Gent. June 30. Haynes & Claremont, Marlborough chmbrs, Pall Mall

WATTS, GEORGE WILLIAM, Brighton, Pianoforte Manufacturer. June 1. Nye, Brighton

WEBER, OTTO, Great Ormond st, Artist. June 30. Bircham & Co, Old Broad st

WHEATSTONE, JOHN BUTLER, Upper Westbourne terrace, Lieutenant Colonel. August 17. Hallowes & Carter, Bedford row

WILLIAMS, ANN, Cheltenham. July 1 Winterbothams & Gurney, Cheltenham

BULKELEY, MARIA FRANCES WILLIAMS, Old Windsor. July 1. Bloxam & Co, Lincoln's inn fields

London Gazette.—TUESDAY, May 21.

ADAMS, JANE, Newcastle upon Tyne. July 1. Brown, Newcastle upon Tyne

ADAMS, the Rev. SIMON THOMAS, Gt Horwood, nr Winslow, Bucks. June 24 Prior & Co, Lincoln's inn fields

ARKWRIGHT, the Rev. HENRY, Bodenham, Hereford. July 1. Small, Burton on Trent

BLANCHARD, JOHN, St George's Avenue, Tufnell Park, Upholsterer. June 20. Saxton & Son, Queen Victoria st

BURDON, ANN, Southport. July 1. Rowcliffes & Co, Bedford row

BURGESS, THOMAS, Gt Yarmouth, Stonemason. June 24. Burton & Son, Great Yarmouth

CLIMENSON, EDMUND, St Ives, Hunts, Gent. June 15. Watts, St Ives

CLISSOLD, DIANA, Tunbridge Wells. June 30. Cunliffes & Davenport, Chancery lane

CROSLAND, FANNY, Scarborough. July 1. Taylor & Co, Bradford

FORBES, ELIZA, Formby, Lancs. June 15. Gill & Co, Liverpool

GARDNER, JOHN, Birmingham, Tool Broker. June 8. Ansell & Ashford, Birmingham

GILLETT, FRANCIS ALFRED, Mornington, Colony of Victoria, Gent. July 1. Sladen & Wing, Delahay st, Westminster

HALL, THOMAS, Lilswood, Hexham, Farmer. June 4. L. C. & H. F. Lockhart Hexham

HEMSLEY, JOSEPH, Leeds, Gent. June 15. Simpson, Leeds

HILL, ROBERT ARCHIBALD, Compton st, Clerkenwell, Newspaper Agent. June 13. Bullen, Cheapside

HOOPER, WILLIAM, Falmouth, Gent. July 1. Humfrys, Hereford

HORNIMAN, WILLIAM FOSTER, H.M.S. Opal, Assistant Paymaster, R.N. Sept 30. Marsden & Wilson, Old Cavendish st

HORSFIELD, WILLIAM RICH, Conisborough, Yorks, retired Farmer. June 25. Gaunt & Lingard, Manchester

HUMPHESS, SILLS JAMES, Church st, Paddington, Gas Engineer. June 24. Hortin, Edgware rd, Hyde pk

LINDFIELD, HARRIET, Keymer, Sussex. June 28. Hubbard & Co, Cannon st

MACKAY, JOHN BAIN, Totteridge, Gent. July 10. Lovell & Co, Gray's inn sq

MARLER, WILLIAM, Birmingham, Coachbuilder. July 1. Pointon, Birmingham

MORGAN, WILLIAM, Llanvaches, Mon, retired Innkeeper. June 19. Evans & Davies, Newport, Mon

MOSS, SARAH, Darnley rd, Gravesend. July 1. Sharland & Hatten, Gravesend

NAISH, ARTHUR JOHN, Birmingham, formerly Engineer. June 30. Glaisyer & Porter, Birmingham

NEWBOULD, JOHN, Smisby, Derby, Farmer. June 24. Brown & Son, Ashby de la Zouch

PARKINSON, SAMUEL, Colsterworth, Lincs, Farmer. July 2. Beaumont, Grantham

PRITCHARD, NORTH, Willsbride, Glos, Esq. June 24. Gush & Co, Finsbury circus

ROBERTS, LAWRENCE, Accrington, Lancs, Gent. June 25. Sharples, Accrington

ROWLAND, HENRY EDWARD, Tresillion, South Norwood hill. July 1. Webb & Co, Queen Victoria st

ROWLAND, VICTORIA JANE, Tresillion, South Norwood hill. July 1. Webb & Co, Queen Victoria st

SAVAGE, MARY EMILY, Darnley rd, Gravesend. July 1. Sawbridge & Son, Aldermanbury

SHAW, ELIZA, Belper, Derby. June 8. Walker, Belper

SHEPPARD, HENRY WINTER, Emsworth, Hants, Clerk in Holy Orders. June 20. Nisbet & Daw, Lincoln's inn fields

SMITH, JOHN, Church st, Stoke Newington, Shoemaker. June 21. Carpenter & Sons, Laurence Pountney lane

SMITH, THOMAS, Witney, Oxon, Poulterer. July 6. Westell & Son, Witney

VINNECOMBE, EDWARD, Arlington st, Islington. July 24. Boulton & Co, Northampton sq

WALKER, ELIZABETH, Radbourne, Derby. July 1. Briggs, Derby

WYNNE, EMMA, Claughton, Chester. June 18. Barrell & Co, Liverpool

London Gazette.—FRIDAY, May 24.

ANDERSON, EDWARD JAMES, Buckland, Portsea. June 24. Edgcombe & Co, Portsea

BARK, THOMAS, Walton on the Hill, nr Liverpool, Gent. June 27. Miller & Co, Liverpool

BARNS, BENJAMIN, Rochdale, Flannel Merchant. July 1. Wiles, Rochdale

BROWELL, LANGTON, Capt. R.N., Millbrook, Southampton. August 1. Stanton & Bassett, Southampton

BURGOYNE, AMELIA SIMMONS, Bickerton rd, Upper Holloway. June 30. Chubb, John st, Adelphi

CLARKE, JAMES, Liverpool, Licensed Victualler. June 24. Quinn, Liverpool

CLAYTON, JOHN NAYLOR, Oxford, Gent. July 7. Bannister & Co, John st, Bedford row

COOPER, JANE, Newton, nr Aldborough in Holderness, Yorks. July 1. Watson, & Co, Hull

COPE, JOHN, Smallheath, Wawick, Gent. July 1. Ryland & Co, Birmingham

EDWARDS, ANNE, Chester. July 1. Moss & Sharpe, Chester

EDWARDS, CHARLES, Dolgelly, Merioneth, Esq. July 1. F. J. and G. J. Braikenridge, Bartlett's bldgs

ELLIS, HENRY RICHARD, Stechford, Warwick, retired Schoolmaster. Nov 20. Robinson & Turnbull, Mitre court chmbrs, Temple

FISHER, HENRY WILLIAM, Lyme st, Camden Town, Omnibus Proprietor. July 13. Taylor & Co, Great James st, Bedford row

GOODACRE, RICHRD, Hanover st, Peckham, Gent. June 15. Storr, Rostrevor terrace, Fulham

GRAIN, PETER, Great Shelford, Cantab, Gent. June 14. Humphreys & Sons, Glitspur chmbrs, Holborn Viaduct

GREEN, WILLIAM, Leicester, Licensed Victualler. June 23. Billson, Leicester

HANCOCK, DOROTHEA HARRIET, Cheltenham. June 20. Spottiswoode, Craven st, Charing Cross

HASTINGS, JOHN HENRY, Bintry, Norfolk, Farmer. June 20. Cooper & Norgate, East Dereham

HOAR, ELIZA, St Mary's rd, Peckham. July 9. Langlois & Biden, Leadenhall street

HOOPER, JOHN, Stechford, Worcester, Gent. July 1. Ryland & Co, Birmingham

JENKINS, HOWELL, Milford Haven, Retired Spirit Merchants. July 10. Wade, Newport, Mon

LAYSON, WILLIAM, Edward st, Deptford, Firewood Merchant. June 16. Farlow & Jackson, Ingram ct, Fenchurch st

MEYER, JAMES HOLFORD, Salford, Greengrocer. July 1. Lamb & Moodie, Manchester

NAPP, ELIZABETH SABAH, New st, Brompton rd. June 20. Child & Norton, Sloane st

ORMANDY, HENRY, Preston, Rope Manufacturer. July 2. Bramwell, Preston

PEARSON, MARY, Rastrick, Halifax. June 29. Chambers & Chambers, Brighouse

PETT, JOSEPH, St Mary Magdalen, Norfolk, Farmer. Aug 1. Reed & Wayman, Downham Market

PRYOR, JOSEPH, Hillsbrough, Sheffield, Scissors Manufacturer. June 24. Watson & Co, Sheffield

REEVES, WILLIAM ASHLEIGH, Tiverton, Devon, Gent. June 1. Hole, Tiverton

ROBERTS, ELIZABETH JANE, Princes sq, Bayswater. June 21. J. & W. Maude, Arundel st, Strand

SHARPE, ALFRED, Woolwich, Doctor of Medicine. July 15. Collisson & Co, Bedford row

SHAW, GEORGE, Bridge rd West, Battersea, Surgeon. June 8. Bartley, Somerset st, Portman sq

SLADE, DAVID, Poole, Dorset, Esq. June 20. Dickinson & Prior, Poole

SMITH, WILLIAM, Sheffield, Hatter. July 30. Alderson & Co, Sheffield

TAYLOR, WILLIAM, Bedford, Leigh, Lancs, Retired Farmer, July 1. Lancashire, Manchester and Leigh

THOMAS, MARY ANN ELIZABETH BOYD, Trafalgar sq, Chelsea. July 1. Palmer & Bull, Bedford row, Holborn

THORNHILL, ANNE, Wickham pl, Lower Clapton. June 27. J. & R. Gole, Lime street

TIDSWELL, EDWARD, Gresham st, Wine Merchant. June 24. Furber, Gray's inn square

VESSEY, JOHN HENRY, Welton Manor, Lincs, Esq. June 20. Walker & Co, Spilsby

WAGSTAFF, ANN, Fladbury, Worcs. June 23. Wagstaff, Pershore

WALLER, ELIZABETH JACKSON, Newport, I.W. June 15. Johnson & Co, Austin Friars, and Eldridge & Sons, Newport, I.W.

WIGAN, EDWARD LEWIS, Liverpool, Hop Merchant. June 27. Miller & Co, Liverpool

BANKRUPTCY NOTICES.

London Gazette—FRIDAY, May 24.

RECEIVING ORDERS.

ABRAHAMS, ABRAHAM, Bedford row, Solicitor High Court Pet May 1 Ord May 21
ADAMS, JAMES, Pembroke Dock, late Licensed Victualler Pembroke Dock Pet May 20 Ord May 20
AINSWORTH, MOSES, Preston, Hosier Preston Pet May 20 Ord May 20
ARUNDEL, the Hon EDWARD IGNATIUS, residence unknown High Court Pet Jan 24 Ord May 20
BAGGE, F H, Guilford st, Russell sq, Contractor High Court Pet April 1 Ord May 21
BALLARD, ABRAHAM, Bayham st, Camden Town, Cigar Dealer High Court Pet April 11 Ord May 21
BARNETT, ABRAHAM, Finsbury sq, Solicitor High Court Pet May 3 Ord May 20
BELLWOOD, MORRIS, Gristhorpe, Yorks, Market Gardener Scarborough Pet May 20 Ord May 20
BIRKHEAD, FRED, and ARCHIBIL WILD, Huddersfield, Painters Huddersfield Pet May 21 Ord May 21
BRADLEY, FREDERICK, Wednesbury, Engine Driver Walsall Pet May 20 Ord May 20
BRADLEY, GEORGE TENANT, Guiseley, Yorks, Joiner Leeds Pet May 21 Ord May 21
BULLOCK, JOSEPH, and ABRAHAM WOODIWISS, Southend, Builders Chelmsford Pet May 22 Ord May 22
CHAMBERS, JOHN, Leicester, Grocer Leicester Pet May 22 Ord May 22
CHILDS, WILLIAM JAMES, and GEORGE CHILDS, late Bush rd, Rotherhithe, Ship Smiths High Court Pet May 20 Ord May 20
EYLES, JOSEPH HENRY, Old Sodbury, Glos, late Road Contractor Bristol Pet May 20 Ord May 20
GARDINER, SAMUEL, Flixton, Folkton, Yorks, Blacksmith Scarborough Pet May 21 Ord May 21
HATT, RICHARD, Pellerin rd, Stoke Newington, Builder High Court Pet May 20 Ord May 20
HENNIS, SAMUEL JAMES, Birmingham, Dealer in Silica Birmingham Pet May 9 Ord May 20
HICKINBOTHAM, WILLIAM, Park rd, Teddington, Builder Kingston, Surrey Pet May 21 Ord May 21
HIGGINS, GEORGE HODGSON, Hampton rd, Teddington, Surgeon Kingston, Surrey Pet May 21 Ord May 21
JAMES, DAVID, Tregaron, Cardiganshire, Farmer Carmarthen Pet May 20 Ord May 20
KEBRIDGE, WILLIAM, Wangford, Suffolk, Butcher Gt Yarmouth Pet May 20 Ord May 20
LINDSAY, JAMES JOHN, Mile End rd, Cheesemonger High Court Pet May 21 Ord May 21
LUND, THOMAS ANTROBUS, Manchester, Licensed Victualler Manchester Pet May 21 Ord May 21
MALLIN, JOSEPH, Birmingham, Licensed Victualler Birmingham Pet May 22 Ord May 22
MARGRETT, MARY ANN, EDWARD WILLIAM MARGRETT, and HENRY SYMONDS MARGRETT, Gloucester, Building Contractors Gloucester Pet May 21 Ord May 21
MARRIOTT, THOMAS, Burton on Trent, Licensed Victualler Burton on Trent Pet May 10 Ord May 20
MOODY, EDWARD JOHN, Canterbury, Grocer Canterbury Pet May 22 Ord May 22
NETTLESHIP, ANNE, Sheffield, Drysalter Sheffield Pet May 20 Ord May 20
OLSEN, GEORGE, New Clee, Linc, Mariner Great Grimsby Pet May 21 Ord May 21
PAIGE, FRANCIS JOHN, Waterman Farm, nr Ugborough, Devon, Farmer East Stonehouse Pet May 22 Ord May 22
PARTRIDGE, CHARLES, Penarth, Glam, Grocer Cardiff Pet May 21 Ord May 21
PEAKE, CHARLES THOMAS, Fore st, Manufacturer of Ladies' Dressing Gowns High Court Pet May 20 Ord May 20
PEGG, JAMES, Long Sutton, Lincs, Linendraper King's Lynn Pet May 10 Ord May 22
PHILLIPS, MARY, Treginnon, Llanrian, Pembs, Farmer Pembroke Dock Pet May 20 Ord May 20
PROCTER, ADAM, Bradford, Wool Dealer Bradford Pet May 21 Ord May 21
SPENCER, ROBERT, Southam, Warwickshire, late Grazier Warwick Pet May 20 Ord May 20
SUGARS, ADELAIDE, Waters, Hemel Hempstead, Herts, Butcher St Albans Pet May 21 Ord May 21
TEASDALE, THOMAS, Leadenhall st, Commission Agent High Court Pet May 21 Ord May 21
THOMAS, LEWIS, Newbridge, Mon, Butcher Newport, Mon Pet May 20 Ord May 20
TURNER, DAN, Churchway, Somers Town, Boot Maker High Court Pet May 21 Ord May 21
TURNER, JOHN BERNARD, Poole, Watchmaker Poole Pet May 22 Ord May 22
UNDERWOOD, A. J., Birmingham, Pianoforte Dealer, Birmingham Pet May 8 Ord May 20
WADMAN, GEORGE, and ROBERT STIBBY WADMAN, Yeovil, Somerset, Tailors Yeovil Pet April 26 Ord May 21
WARNER, THOMAS HENRY, Wolseley rd, Forest gate, Clerk to a Limited Company High Court Pet May 20 Ord May 20
WHITE, NATHANIEL, Knightrider st, Doctors' Commons, Solicitor High Court Pet May 21 Ord May 21
WHITEWRIGHT, ROBERT HENDERSON, and WILLIAM BROWN, Rood lane, Wholesale Tea Dealers High Court Pet May 20 Ord May 20
WILKINSON, HERBERT, and HENRY FIELD CRISP, Barbican, Eating house Keepers High Court Pet May 20 Ord May 20
WILLIAMS, WILLIAM, Bishop's Lydeard, Somerset, Farmer Taunton Pet April 30 Ord May 21
WILLMOTT, ALFRED GEORGE, Portishead, Somerset, Butcher Bristol Pet May 21 Ord May 21
WOOD, HENRY, Tunbridge Wells, Grocer Tunbridge Wells Pet May 16 Ord May 18
ZIFF, LEWIS, Leeds, Slipper Maker Leeds Pet May 20 Ord May 20

FIRST MEETINGS.

AINSWORTH, MOSES, Preston, Hosier June 21 at 2 Off Rec, 14, Chapel st, Preston
ALEXANDER, WILLIAM WHITEWAY, Aston, Birmingham, Manager June 4 at 11 25, Colmore row, Birmingham
ALLEN, JAMES, Nottingham, no occupation May 31 at 11 Off Rec, 1, High pavement, Nottingham
BATEMAN, ROWLAND, Lozells, Aston, Warwickshire, Billiard Table Maker June 5 at 11 25, Colmore row, Birmingham
BIRKHEAD, FRED, and ARCHIBIL WILD, Huddersfield, Painters June 4 at 11 Haigh & Sons, solors, New st, Huddersfield
BOURNE, JAMES, Manchester, Metal Agent May 31 at 11 Off Rec, Ogden's chmbrs, Bridge st, Manchester
CLIFT, WILLIAM JAMES, Wednesbury, Painter June 19 at 11.15 Off Rec, Walsall
COLBECK, WILLIAM, Wavertree, Lancs, Compositor June 4 at 2 Off Rec, 35, Victoria st, Liverpool
DAVIS, WILLIAM SOLOMON, Stourbridge, Glass Manufacturer June 6 at 2.30. Off Rec, Birmingham
DRAKE, EDWARD HENRY, Redland, Bristol, Retired Major in H.M. Army June 5 at 12 Off Rec, Bank chmbrs, Bristol
EYLES, JOSEPH HENRY, Old Sodbury, Glos, late Road Contractor June 5 at 1.15 Off Rec, Bank chmbrs, Bristol
FOWLER, JOHN HENRY, Leicester, Bookseller May 31 at 12.30 Off Rec, 28, Friar lane, Leicester
GENT, CHRISTOPHER, Sheepshed, Leices, Bricklayer June 6 at 12.30 Off Rec, 28, Friar lane, Leicester
HALL, EDMOND JOHN BARNARD, Hornsey rd, Timber Merchant June 3 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
HAMBREY, SKIDMORE, Shepherds Brook, nr Stourbridge, Master Glass Cutter June 4 at 2 Thos Wall, solor, Stourbridge
HARDMAN, CHARLES, Hyde, Cheshire, Tripe Dresser June 6 at 2 Townhall, Ashton under Lyne
HAWKINS, JOHN, Green Dragon Inn, High st, Taunton, Licensed Victualler June 1 at 11 Off Rec, 5B, Hammet st, Taunton
HILL, SYDNEY WILSON, Long Eaton, Grocer May 31 at 3 Off Rec. St James's chbrs, Derby
HOPKINS, ARCHELAUS HENRY, Reading, Grocer May 31 at 3 119, Victoria st, Westminster
KING, THOMAS SAMUEL, Radford, Nottingham, Lace Maker May 31 at 12 Off Rec, 1, High pavement, Nottingham
LEACH, FREDERICK STEPHEN TAYLOR, Bury June 1 at 10.30 16, Wood st, Bolton
MARRIOTT, THOMAS, Burton on Trent, late Licensed Victualler June 1 at 12 Midland Hotel, Burton on Trent
OWEN, JOHN HENRY, Catford, Kent, Surveyor June 4 at 11 33, Carey st, Lincoln's inn
PROCTER, ADAM, Bradford, Wool Dealer June 4 at 11 Off Rec, 31, Manor row, Bradford
ROBERTS, ISAAC, Bagilt, Flint, Grocer May 31 at 2.30 Bankruptcy Office, Crypt chbrs, Chester
SAMUELS, WILLIAM ALBERT, Coventry, Fruiterer June 1 at 10.30 Off Rec, 17, Hertford st, Coventry
SHEPHERD, JOSEPH GEORGE, Croydon, Licensed Victualler May 31 at 12 119, Victoria st, Westminster
TAGG, WILLIAM, Beeston, Notts, Carter June 1 at 11 Off Rec, 1, High pavement, Nottingham
THOMAS, DANIEL, Blaengarw, nr Bridgend, Glam, Grocer May 31 at 11 Off Rec, 29, Queen st, Cardiff
THOMAS, HUGH WILLIAM, Norton Bridge, nr Pontypridd, Glam, Grocer June 1 at 12 Off Rec, Merthyr Tydfil
THOMAS, LEWIS, Newbridge, Mon, Butcher June 3 at 12 Off Rec. 12, Tredegar pl, Newport, Mon
WALL, THOMAS SMITH, Kingswood, nr Bristol, Carriage Trimmer June 5 at 12.30 Off Rec, Bank chbrs, Bristol
WALLING, JOHN, Manningham, Bradford, Egg Dealer June 1 at 10.30 Off Rec, 31, Manor row, Bradford
WICKS, WALTER HUGH, Lower rd, Richmond, Tailor May 31 at 11 119, Victoria st, Westminster
WILLETT, SIDNEY SAMUEL, Wolverhampton, Tailor June 18 at 11 Off Rec, Wolverhampton
WILMOTT, ALFRED GEORGE, Portishead, Somerset, Butcher June 5 at 12.45 Off Rec, Bank chbrs, Bristol
WOODCOCK, HENRY, Hartfield rd, Wimbledon, Cheesemonger May 31 at 11 No 16 Room, 30 and 31, St Swithin's lane

ADJUDICATIONS.

AINSWORTH, MOSES, Preston, Hosier Preston Pet May 20 Ord May 20
ALEXANDER, WILLIAM WHITEWAY, Aston, Birmingham, Manager Birmingham Pet April 17 Ord May 22
BASSET, FREDERIC DUNCAN, North End rd, West Kensington, Dairyman High Court Sec 103 Ord May 21
BATEMAN, ROWLAND, Lozells, Aston, Warwick, Billiard Table Maker Birmingham Pet May 13 Ord May 22
BELLWOOD, MORRIS, Gristhorpe, Yorks, Market Gardener Scarborough Pet May 20 Ord May 20
BIRKHEAD, FRED, and ARCHIBIL WILD, Huddersfield, Painters Huddersfield Pet May 21 Ord May 21
BRADLEY, FREDERICK, Wednesbury, Engine Driver Walsall Pet May 20 Ord May 20
BRADLEY, GEORGE TENNANT, Guiseley, Yorks, Joiner Leeds Pet May 21 Ord May 21
CLIFT, WILLIAM JAMES, Wednesbury, Painter Walsall Pet May 17 Ord May 22
FURLONG, CHARLES, Bristol, Brush Manufacturer Bristol Pet May 11 Ord May 22
GARDINER, SAMUEL, Flixton, Folkton, Yorks, Blacksmith Scarborough Pet May 21 Ord May 21
HAYWARD, JAMES, Croydon, Contractor Croydon Pet May 11 Ord May 20
HEATHCOTE, GERALD WILLIAM YVERY, Romsey, Southampton, Schoolmaster Southampton Pet April 4 Ord May 22
HENNIS, SAMUEL JAMES, Birmingham, Dealer in Silica Birmingham Pet May 9 Ord May 22
HICKS, SAMUEL, Cheltenham, Friterer Cheltenham Pet April 24 Ord May 17
JAMES, DAVID, Tregaron, Cardigan, Farmer Carmarthen Pet May 20 Ord May 20
KEBRIDGE, WILLIAM, Wangford, Suffolk, Butcher Gt Yarmouth Pet May 20 Ord May 20
KING, THOMAS SAMUEL, Radford, Nottingham, Lace Manufacturer Nottingham Pet April 11 Ord May 22
LEACH, FREDERICK STEPHEN TAYLOR, Bury Bolton Pet May 18 Ord May 22
MANN, ROGER, Long Clawson, Leicestershire, Farmer Leicester Pet April 9 Ord May 20
MARGRETT, MARY ANN, EDWARD WILLIAM MARGRETT, and HENRY SYMONDS MARGRETT, Gloucester, Building Contractors Gloucester Pet May 21 Ord May 21
MARRIOTT, THOMAS, Burton on Trent, late Licensed Victualler Burton on Trent Pet May 20 Ord May 20
MOODY, EDWARD JOHN, Canterbury, Grocer Canterbury Pet May 21 Ord May 22
NETTLESHIP ANNE, Sheffield, Drysalter Sheffield Pet May 20 Ord May 20
OLSEN, GEORGE, New Clee, Lincs, Mariner Great Grimsby Pet May 21 Ord May 21
PEARKS, RICHARD, sen, Northfield, King's Norton, Worcestershire, late Farmer Birmingham Pet May 15 Ord May 20
PROCTOR, ADAM, Bradford, Wool Dealer Bradford Pet May 20 Ord May 21
STORRIE, HENRY EDWARD, Throgmorton st, Stockbroker High Court Pet April 17 Ord May 22
TEASDALE, THOMAS, Leadenhall st, Commission Agent High Court Pet May 21 Ord May 21
THOMAS, LEWIS, Newbridge, Mon, Butcher Newport, Mon Pet May 20 Ord May 21
TURNER, DAN, Churchway, Somers Town, Boot Maker High Court Pet May 21 Ord May 21
WARD, FREDERICK SAMUEL, Birmingham, late Pork Butcher Birmingham Pet April 25 Ord May 20
WARNER, THOMAS HENRY, Wolseley rd, Forest Gate, Clerk to a Limited Company High Court Pet May 20 Ord May 22
WHITE, ROBERT THOMPSON, The Pavement West, Tottenham, Cheesemonger Edmonton Pet April 25 Ord May 22
WOOD, HENRY, Tunbridge Wells, Grocer Tunbridge Wells Pet May 16 Ord May 18
WOOD, JOHN, Cramlington, Tailor Newcastle on Tyne Pet May 16 Ord May 22

The following amended notice is substituted for that published in the London Gazette of March 12.

POWELL, WILLIAM, Tillington, Burghill, Herefordshire, Innkeeper Hereford Pet Feb 4 Ord March 8

RECEIVING ORDER RESCINDED AND ADJUDICATION ANNULLED.

BAUMANN, L., Hyde Park sq High Court Rec Ord Aug 14, 1888 Adj Oct 2, 1888 Annul May 20, 1889

London Gazette.—TUESDAY, May 28.

RECEIVING ORDERS.

AGOSTI, FERDINAND JOHN, Falmouth, Ship Chandler Truro Pet May 25 Ord May 25
AUSTIN, EDWARD HENRY, Shepton Mallet, Somerset, Grocer Wells Pet May 24 Ord May 24
BANKS, THOMAS ALEXANDER, jun, Newtown, nr Andover, Hants, Innkeeper Salisbury Pet May 24 Ord May 24
BARNWELL, STEPHEN, Birmingham, Restaurant Keeper Birmingham Pet May 23 Ord May 23
BETTS, GEORGE HENRY, Holbeach, Lincs, Clothier King's Lynn Pet May 24 Ord May 24
BROADLEY, WILLIAM, Burmantofts, Leeds, Builder Leeds Pet May 23 Ord May 23
BROWN, JAMES HUMPHREY, Torquay, Draper Exeter Pet May 23 Ord May 23
BRUCE, ALFRED, late Wiveliscombe, Somerset, Gent Taunton Pet May 10 Ord May 24
CARTER, JAMES, New Barnet, Herts Barnet Pet April 8 Ord May 22
CHAMBERS, MARK, Accrington, Carter Blackburn Pet May 23 Ord May 23
DRYDEN, ROBERT, Newcastle on Tyne, Timber Merchant Newcastle on Tyne Pet May 11 Ord May 23
ERRINGTON, ROBSON, Carlisle, Seed Merchant Carlisle Pet May 25 Ord May 25
EVERETT, ALFRED POORE, New Hampton, Builder Kingston, Surrey Pet April 9 Ord May 23
FROGGATT, JAMES, THOMAS FROGGATT, and GEORGE FROGGATT, Newtown, Cheshire, Candlewick Spinners Stockport Pet May 25 Ord May 25
GAILLARD, JULES CHARLES, Prince's ct, Whitcomb st, Pall Mall East, Builder High Court Pet May 24 Ord May 24

GREAVES, GEORGE, Leeds, File Cutter Leeds Pet May 24 Ord May 24
HARRISON, CHRISTOPHER FRANCIS, Liverpool, Inspector of Schools Liverpool Pet May 7 Ord May 24
HARRISON, JABEZ, and JOHN NEWLAND CRABB, Enfield, Builders Edmonton Pet May 23 Ord May 23
HART, CHARLES, Braintree, Essex, Tailor Chelmsford Pet May 24 Ord May 24
HILL, HENRY HUME, Southampton, Shipping Clerk Southampton Pet May 25 Ord May 25
HUGHES, WILLIAM, Hoylake, Cheshire, Ironmonger Birkenhead Pet May 25 Ord May 25
KEYMER, JEREMIAH HOWARD, Norwich, General Shop Keeper Norwich Pet May 25 Ord May 25
KNIGHT, SAMUEL, Battersea rise, Builder Wandsworth Pet April 25 Ord May 23
LANCASTER, WILLIAM, Ardwick, Manchester, China Dealer Manchester Pet May 25 Ord May 25
LAND, WILLIAM SCOTT, York, Clerk York Pet May 25 Ord May 25
LEWIS, WILLIAM, Hay, Brecknock, Innkeeper Hereford Pet May 24 Ord May 24
LITTLE, RICHARD, and ANN JOBLING, Castlecarrock, Cumberland, Farmers Carlisle Pet May 23 Ord May 23
LOMAS, MOSES, Selby, Yorks, Innkeeper York Pet May 24 Ord May 24
LONG, JOHN FREDERICK, Manchester, Wholesale Ale Bottler Manchester Pet May 23 Ord May 23
LONGMIRE, WILLIAM, Beeston, Notts, late Lace Warehouseman Nottingham Pet May 23 Ord May 23
LYON, ROBERT, Bridlington Quay, Yorks, Butcher Scarborough Pet May 24 Ord May 24
RUDD, JOHN, Harpsford Mill, nr Bridgnorth, Salop, Miller Madeley, Salop Pet May 24 Ord May 24
SCHEU, EDWARD THEODORE, Tuilerie st, Hackney rd, Timber Merchant High Court Pet May 23 Ord May 23
SMITH, LUKE, Owlpen, nr Dursley, Glos, Farmer Gloucester Pet May 25 Ord May 25
SOAR, THOMAS, Nottingham, Lace Manufacturer Nottingham Pet May 24 Ord May 24
STANBRIDGE, FREDERICK WILLIAM, Dantzic cottages, Finchley, Draper Barnet Pet May 16 Ord May 22
STODDARD, A. R., Sheffield, Provision Dealer Sheffield Pet May 10 Ord May 23
TAYLOR, JOSEPH, Church, Lancs, Shoemaker Blackburn Pet May 23 Ord May 23
THOMAS, LEWIS, Neath, Glamorgan, Licensed Victualler Neath Pet May 24 Ord May 24
THWAITES, JOHN MITCHELL, Carlisle, Innkeeper Carlisle Pet May 25 Ord May 25
TRUDGETT, JOSEPH, Westbourne, Sussex, Grocer Brighton Pet May 24 Ord May 24
WEBBER, JOHN GALLIFORD, Landkey, Devon, Innkeeper Barnstaple Pet May 7 Ord May 22
WILLIAMS, WILLIAM HENRY, Birmingham, Baker Birmingham Pet May 24 Ord May 24
WYNNE, ROBERT, Siamber Wen, Abergele, Denbighshire, Innkeeper Bangor Pet May 23 Ord May 23
YOUNG, THOMAS, Clifton, Painter Bristol Pet May 25 Ord May 25

FIRST MEETINGS.

ATKINSON, SAMUEL COOKE, Falsgrave, Scarborough, Butcher June 7 at 3.30 Off Rec, 74, Newborough st, Scarborough
BANKS, THOMAS ALEXANDER, the younger, now of Newtown, nr Andover, Hants, Innkeeper June 7 at 11.15 Off Rec, Salisbury
BELLWOOD, MORRIS, Gristhorpe, Yorks, Market Gardener June 5 at 12 Off Rec, 74, Newborough st, Scarborough
BLAKER, CHARLES FREDERICK, RICHARD MANNING WILLIAMSON, Eastbourne, Ironmongers June 4 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn
BOYLES, CHARLES HENRY, High st, Sydenham, Oilman June 5 at 3 119, Victoria st, Westminster
BROOKS, JAMES, and FREDERICK WILLIAM LOWES, Sunderland, Coppersmiths June 5 at 3 Off Rec, 25, John st, Sunderland
BROWN, JAMES HUMPHREY, Torquay, Draper June 13 at 11 Bankruptcy bldngs, Portugal st, Lincoln's inn
BROWN, JOHN, Barnsley, Milk Dealer June 5 at 10 Off Rec, 1, Hanson st, Barnsley
BROWNING, FREDERICK, Leeds, Cloth Merchant June 4 at 3 Off Rec, 22, Park row, Leeds
BRUNSTROM, ARTHUR WILLIAM, Weelsby, Clee, Lincs, Shipping Clerk June 5 at 1.30 Off Rec, 3, Haven st, Gt Grimsby
BURNS, ROBERT, Scarborough, Credit Draper's Agent June 5 at 11 Off Rec, 74, Newborough st, Scarborough
CARTER, HENRY LISSANT, Sheffield, Lithographic Printer June 5 at 3 Off Rec, Figtree lane, Sheffield
CHAMBERS, MARK, Accrington, Carter June 4 at 2 County Court House, Blackburn
CHAPMAN, ISRAEL, Brinkhill, Lincs, Carpenter June 6 at 12 Off Rec, 48, High st, Boston
CLARKE, HENRY, Farnham, Saddler June 4 at 2.30 Townhall, Farnham
COX, ARTHUR WELLINGTON, Maddox st, Regent st, Gold Laceman June 7 at 12 33, Carey st, Lincoln's inn
DAVIES, WILLIAM, Beaufort, Brecknock, Draper June 5 at 12 Off Rec, Merthyr Tydfil
DRYDEN, ROBERT, Newcastle on Tyne, Timber Merchant June 6 at 2.30 Off Rec, Pink lane, Newcastle on Tyne
ERRINGTON, ROBSON, Carlisle, Seed Merchant June 11 at 12 Off Rec, 34, Fisher st, Carlisle
GADE, DAELMAN, Mansion House chbrs, Queen Victoria st June 6 at 12 33, Carey st, Lincoln's inn
GARDINER, SAMUEL, Flixton, Folkton, Yorks, Blacksmith June 7 at 11 Off Rec, 74, Newborough st, Scarborough
GOODCHILD, JAMES, St James's rd, Bethnal gn, Boot Manufacturer June 6 at 1 33, Carey st, Lincoln's inn
HALL, MILES, and HERBERT HALL, Leeds, Cloth Manufacturers June 4 at 4 Off Rec, 22, Park row, Leeds
HARDING, HENRY, and HARRY SHORT HARDING, High st, Sutton, Hairdressers June 4 at 3 119, Victoria st, Westminster
HARDING, HENRY (sep estate), High st, Sutton, Hairdresser June 4 at 4 119, Victoria st, Westminster
HAYWARD, JAMES, Croydon, Contractor June 4 at 12 119, Victoria st, Westminster
HENNIS, SAMUEL JAMES, Birmingham, Dealer in Silica June 7 at 11 25, Colmore row, Birmingham
HOPPERTON, HARRY EDWARD, Oxford st, Fancy Draper June 6 at 11 Bankruptcy bldngs, Lincoln's inn
JAMES, DAVID, Tregaron, Cardiganshire, Tanner June 5 at 12 Talbot Hotel, Tregaron
LAWRANCE, JOHN, Ridge rd, Hornsey, Commercial Clerk June 6 at 11 33, Carey st, Lincoln's inn fields
LITTLE, RICHARD, and ANN JOBLING, Castle Carrock, Cumb, Farmers June 6 at 12 Off Rec, 34, Fisher st, Carlisle
LOMAS, MOSES, Selby, Yorks, Innkeeper June 10 at 12.30 Off Rec, York
LONG, JOHN FREDERICK, Manchester, Wholesale Ale Bottler June 6 at 11 Off Rec, Ogden's chbrs, Bridge st, Manchester
LONGMIRE, WILLIAM, Beeston, Notts, late Lace Warehouseman June 5 at 11 Off Rec, 1, High pavement, Nottingham
LYON, ROBERT, Bridlington Quay, Yorks, Butcher June 7 at 12 Off Rec, 74, Newborough st, Scarborough
MANN, WILLIAM, Birmingham, Grocer June 6 at 11 25, Colmore row, Birmingham
MARGRETT, MARY ANN, EDWARD WILLIAM MARGRETT, and HENRY SYMONDS MARGRETT, Gloucester, Building Contractors June 4 at 3 Off Rec, 15, King st, Gloucester
MARSDEN, WILLIAM, Springfield Estate, Wandsworth rd, Builder June 7 at 11 33, Carey st, Lincoln's inn fields
MOODY, EDWARD JOHN, Canterbury, Grocer June 7 at 9.30 Off Rec, 5, Castle st, Canterbury
MORRIS, THOMAS, Dolgelly, Merioneth, Builder June 13 at 12.45 Townhall, Aberystwith
MOULDING, ALLEN, Reading, Oilman June 6 at 3 119, Victoria st, Westminster
NABARRO, REUBEN, Middlesex st, Manchester Warehouseman June 5 at 12 Bankruptcy bldgs, Lincoln's inn
OLSEN, GEORGE, New Clee, Lincs, Mariner June 5 at 1 Off Rec, 3, Haven st, Great Grimsby
PARTRIDGE, CHARLES, Penarth, Glam, Grocer June 7 at 12 Off Rec, 29, Queen st, Cardiff
RUDD, JOHN, Harpsford Mill, nr Bridgnorth, Salop, Miller June 5 at 11.10 County Court Office, Madeley
SMITH, THOMAS BLOWER, Cowley rd, Brixton, late Banker's Clerk June 7 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
SPENCER, ROBERT, Southam, Warwickshire, Grazier June 4 at 11.15 Off Rec, 17, Hertford st, Coventry
STAFFORD, JOHN GOODACRE, and WILLIAM STAFFORD, Glengall rd, Old Kent rd, Box Makers June 5 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
TAYLOR, JOSEPH, Church, Lancs, Shoemaker June 4 at 1.15 County Court house, Blackburn
TURNER, JOHN BERNARD, Parkstone, Poole, Watch Maker June 5 at 12.30 Off Rec, Salisbury
WADMAN, GEORGE, and ROBERT STIBY WADMAN, Yeovil, Somerset, Tailors June 4 at 12.45 Inns of Court Hotel, High Holborn
WILLIAMS, CHARLES GEORGE FREDERICK, Savile row, Tailor June 5 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
WILSON, JOHN, Kingston upon Hull, Labourer June 4 at 11 Off Rec, Trinity House lane, Hull
WYNNE, ROBERT, Siamber Wen, Abergele, Denbighshire, late Innkeeper June 5 at 2.30 Bankruptcy Office, Crypt chmbrs, Chester
ZIFF, LEWIS, Leeds, Slipper Maker June 5 at 11 Off Rec, 22, Park row, Leeds

ADJUDICATIONS.

ADAMS, JAMES, Pembroke Dock, Licensed Victualler Pembroke Dock Pet May 20 Ord May 23
AGOSTI, FERDINAND JOHN, Falmouth, Ship Chandler Truro Pet May 25 Ord May 25
ARNUP, JAMES, Pockthorpe, Norwich, Carter Norwich Pet May 13 Ord May 23
BROADLEY, WILLIAM, Burmantofts, Leeds, Builder Leeds Pet May 23 Ord May 23
CHAMBERS, MARK, Accrington, Carter Blackburn Pet May 23 Ord May 23
ELDER, PETER, Kingston upon Hull, Fish Curer Kingston upon Hull Pet April 30 Ord May 23
ERRINGTON, ROBSON, Carlisle, Seed Merchant Carlisle Pet May 25 Ord May 25
EYLES, JOSEPH HENRY, Old Sodbury, Glos, late Road Contractor Bristol Pet May 20 Ord May 23
GREAVES, GEORGE, Leeds, File Cutter Leeds Pet May 24 Ord May 24
HAMBROOK, JOHN, Hackington, Kent, Farmer Canterbury Pet May 4 Ord May 25
HARDING, HENRY, and HARRY SHORT HARDING, High st, Sutton, Hairdressers Croydon Pet May 7 Ord May 23
HAWKINS, JOHN, Taunton, Licensed Victualler Taunton Pet May 9 Ord May 22
HICKINBOTHAM, WILLIAM, Park rd, Teddington, Builder Kingston, Surrey Pet May 20 Ord May 23
HIGGINS, GEORGE HODGSON, Hampton rd, Teddington, Surgeon Kingston, Surrey Pet May 21 Ord May 23
HILL, HENRY HUME, Southampton, Shipping Clerk Southampton Pet May 25 Ord May 25
HIRST, ADAM, Cawthorne, nr Barnsley, Farmer Barnsley Pet April 9 Ord May 24
HUGHES, WILLIAM, Hoylake, Cheshire, Ironmonger Birkenhead Pet May 25 Ord May 25
KEYMER, JEREMIAH HOWARD, Norwich, General Shopkeeper Norwich Pet May 25 Ord May 25
LAND, WILLIAM SCOTT, York, Clerk York Pet May 25 Ord May 25
LEWIS, WILLIAM THOMAS, BENJAMIN LEWIS, and JOHN LEWIS, Neath, Glam, Auctioneers Neath Pet May 15 Ord May 23
LITTLE, RICHARD, and ANN JOBLING, Castlecarrock, Cumberland, Farmers Carlisle Pet May 23 Ord May 23
LOCKHART, MILES, St Stephen's sq, Westbourne Park, Gent High Court Pet Dec 4 Ord May 23
LOMAS, MOSES, Selby, Yorks, Innkeeper York Pet May 23 Ord May 24
LONGMIRE, WILLIAM, Beeston, Notts, late Lace Warehouseman Nottingham Pet May 23 Ord May 23
LYON, ROBERT, Bridlington Quay, Yorks, Butcher Scarborough Pet May 24 Ord May 24
MARSDEN, WILLIAM, Springfield Estates, Wandsworth rd, Builder High Court Pet March 28 Ord May 23
MOULDING, ALLEN, Reading, Oilman Reading Pet May 17 Ord May 24
NEALD, THOMAS, Doncaster, Grocer Sheffield Pet May 7 Ord May 23
PAIGE, FRANCIS JOHN, Waterman Farm, nr Ugborough, Devon, Farmer East Stonehouse Pet May 23 Ord May 23
PALMER, JOHN CASTLEDINE Halifax, Tailor Halifax Pet May 11 Ord May 22
PARTRIDGE, CHARLES, Penarth, Glam, Grocer Cardiff Pet May 21 Ord May 22
PHILLIPS, MARY, Treginnon, Llanrian, Pemb, Farmer Pembroke Dock Pet May 20 Ord May 25
RUDD, JOHN, Harpsford Mill, nr Bridgnorth, Salop, Miller Madeley, Salop Pet May 24 Ord May 24
SMITH, LUKE, Owlpen, nr Dursley, Glos, Farmer Gloucester Pet May 25 Ord May 25
SPENCER, ROBERT, Southam, Warwickshire, late Grazier Warwick Pet May 20 Ord May 24
STEPHENSON, WILLIAM HENRY, Hastings, Furniture Dealer Hastings Pet May 8 Ord May 24
TAPLING, EDWARD, and WILLIAM MOSES Orange st, Bethnal green, Carpet Manufacturers High Court Pet April 18 Ord May 23
TAYLOR, JOSEPH, Church, Lancs, Shoemaker Blackburn Pet May 23 Ord May 23
THOMAS, LEWIS, Neath, Glamorgan, Licensed Victualler Neath Pet May 23 Ord May 24
THWAITES, JOHN MITCHELL, Carlisle, Innkeeper Carlisle Pet May 25 Ord May 25
TURNER, JOHN BERNARD, Parkstone, Poole, Watchmaker Poole Pet May 22 Ord May 25
WHITE, NATHANIEL, Knightrider st, Doctors' commons, Solicitor High Court Pet May 21 Ord May 23
WILLIAMS, WILLIAM HENRY, Birmingham, Baker Birmingham Pet May 23 Ord May 24
WILMOTT, ALFRED GEORGE, Portishead, Somerset, Butcher Bristol Pet May 21 Ord May 25
WYNNE, ROBERT, Siamber Wen, Denbighshire, late Innkeeper Bangor Pet May 23 Ord May 23

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

The Subscription to the SOLICITORS' JOURNAL *is —Town, 26s.; Country, 28s.; with the* WEEKLY REPORTER, 52s. *Payment in advance include Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf,* **5s. 6d.**

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